



भारत का राजपत्र The Gazette of India

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नई दिल्ली, शनिवार, मई 17, 2003/वैशाख 27, 1925
NEW DELHI, SATURDAY, MAY 17, 2003/VAISAKHA 27, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notification Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

नई दिल्ली, 2 मई, 2003

CABINET SECRETARIAT

New Delhi, the 2nd May, 2003

का.आ. 1410.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 6 के साथ पठित धारा 9 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश सरकार के गृह (पुलिस) अनुभाग-3 की अधिसूचना सं० 132 रिट-पी/6-पी/3-2002-15 (100)पी/96 संख्यक दिनांक 26 जून, 2002 द्वारा प्राप्त उत्तर प्रदेश सरकार की सहमति से पुलिस स्टेशन, मेक्टर-20, नौएडा, जिला-गौतम बुद्ध नगर (उत्तर प्रदेश) में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं० 25) की धारा 302 और 201 के अधीन दर्ज मामला अपराध सं० 1162/95 और उपर्युक्त अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रयत्नों और प्रयत्नों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण उत्तर प्रदेश राज्य पर करती है।

[सं० 228/44/2002-डी० एस० पी० ई०]

शुभा ठाकुर, अवर सचिव

S.O. 1410.—In exercise of the power conferred by Sub-section (1) of Section 5 read with Section 6 of Delhi Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Uttar Pradesh Home (Police) Section-3 vide notification No. 132/Writ-P/6-P-3-2002-15(100)P/96 Lucknow dated 26th June 2002, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment Police to the whole of the State of Uttar Pradesh for investigation of the case crime No. 1162/95 registered at Police Station Sector-20 Noida, District Gautam Budh Nagar (Uttar Pradesh), under section 302 and 201 of Indian Penal Code, 1860 (Act No. 25 of 1860) and attempts, abettments and conspiracy in relation to or in connection with the offences mentioned above and any other offence of offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/44/2002-DSPE]

SHUBHA THAKUR, Under Secy.

गृह मंत्रालय

नई दिल्ली, 6 मई, 2003

का. आ. 1411.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालय में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उसे एतद्द्वारा अधिसूचित करती है :

केन्द्रीय औद्योगिक सुरक्षा बल यूनिट,
जी एस एल, गोवा।

[सं० 12017/1/2002-हिन्दी]

राजेन्द्र सिंह, निदेशक (रा०भा०)

MINISTRY OF HOME AFFAIRS

New Delhi, the 6th May, 2003

S. O. 1411.—In pursuance of Sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby Notifies the following office of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80% :

Central Industrial Security Force Unit,
G S L. Goa.

[No. 12017/1/2002-Hindi]

RAJENDRA SINGH, Director (OL)

वित्त एवं कम्पनी कार्य मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 21 मार्च, 2003

स्टाम्प

का०आ० 1412.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा आई० सी० आई० सी० आई० बैंक लिमिटेड, मुम्बई को मात्र आठ करोड़ इकतालीस लाख बीस हजार सात सौ तेरह रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र एक हजार एक सौ इक्कीस करोड़ साठ लाख पचानवे हजार रुपये के समग्र मूल्य के ऋणपत्रों के स्वरूप वाले 2243219 आई० सी० आई० सी० आई० बैंक असुरक्षित विमोच्य बंधपत्रों (जनवरी, 2003 निर्गम) पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं० 13/2003-स्टाम्प/फा० सं० 33/9/2003-बि०क०]

आर० जी० छाबड़ा, अवर सचिव

MINISTRY OF FINANCE AND COMPANY AFFAIRS

(Department of Revenue)

ORDER

New Delhi, the 21st March, 2003

STAMPS

S. O. 1412.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian

Stamp Act, 1899 (2 of 1899), the Central Government hereby permits ICICI Bank Limited, Mumbai to pay consolidated stamp duty of rupees eight crore forty one lakh twenty thousand Seven hundred thirteen only chargeable on account of the stamp duty on 2243219 ICICI Bank Unsecured Redeemable Bonds (January, 2003 Issue) in the nature of Debentures aggregating to rupees one thousand one hundred twenty one crore sixty lakh ninety five thousand only, to be issued by the said Bank.

[No. 13/2003-STAMP/F. No. 33/9/2003-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 28 मार्च, 2003

स्टाम्प

का० आ० 1413.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा भारतीय औद्योगिक विकास बैंक, मुम्बई को मात्र पांच करोड़ पन्द्रह लाख तेईस हजार नौ सौ पचास रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र पांच सौ पन्द्रह करोड़ तेईस लाख पचानवे हजार रुपये के समग्र मूल्य के प्रोमिसरी नोटों के स्वरूप में आई डी बी आई फ्लैकसी बाण्ड-17 (1014039 बाण्ड भौतिक रूप में तथा 16440 बाण्ड डिमैटरलाइज्ड रूप में) के रूप में वर्णित बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं० 15/2003-स्टाम्प/फा० सं० 33/14/2003-बि०क०]

आर० जी० छाबड़ा, अवर सचिव

ORDER

New Delhi, the 28th March, 2003

STAMPS

S. O. 1413.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Industrial Development Bank of India, Mumbai to pay consolidated stamp duty of rupees five crore fifteen lakh twenty three thousand nine hundred fifty only chargeable on account of the stamp duty on bonds described as IDBI Flexibonds-17 (1014039 bonds in physical form and 16440 bonds in dematerialised form) in the nature of promissory notes aggregating to rupees five hundred fifteen crore twenty three lakh ninety five thousand only, to be issued by the said Bank.

[No. 15/2003-STAMP/F. No. 33/14/2003-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 17 अप्रैल, 2003

स्टाम्प

का. आ. 1414.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त

शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. आई. सी. आई. सी. आई. बैंक लिमिटेड, बड़ौदा को मात्र पांच करोड़ पचपन लाख चार हजार तीन सौ अठ्ठासी रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र सात सौ चालीस करोड़ पांच लाख पचासी हजार रुपये के समग्र मूल्य के ऋणपत्रों के स्वरूप वाले 1480117 आई. सी. आई. सी. आई. बैंक असुरक्षित विमोच्य बंधपत्रों (फरवरी, 2003 निर्गम) पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं. 16/2003-स्टाम्प/फा. सं. 33/17/2003-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 17th April, 2003

STAMPS

S. O. 1414.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. ICICI Bank Limited, Baroda to pay consolidated stamp duty of rupees five crore fifty five lakh four thousand three hundred eighty eight only chargeable on account of the stamp duty on 1480117 ICICI Bank Unsecured Redeemable Bonds (February, 2003 Issue) in the nature of Debentures aggregating to rupee seven hundred forty crore five lakh eighty five thousand only, to be issued by the said Bank.

[No. 16/2003-STAMP F. No. 33/17/2003-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 25 अप्रैल, 2003

स्टाम्प

का. आ. 1415.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा आई. सी. आई. सी. आई. लिमिटेड, नई दिल्ली को मात्र तीन लाख रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त कम्पनी द्वारा जारी किए जाने वाले मात्र तीन करोड़ रुपये के समग्र मूल्य के प्रत्येक एक-एक लाख रुपये के 3809338 से 3809637 तक की विशिष्ट संख्या वाले प्रोमिसरी नोटों के स्वरूप वाले 11.20 प्रतिशत कराधेय विमोच्य अपरिवर्तनीय पीपी बंधपत्रों (38वीं श्रृंखला) पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं. 19/2002-स्टाम्प/फा. सं. 33/15/2003-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 25th April, 2003

STAMPS**S. O. 1415.**—In exercise of the powers conferred by

clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits IFCI Limited, New Delhi to pay consolidated stamp duty of rupees three lakh only account of the stamp duty on 11.20% Taxable Redeemable Non-Convertible PP Bonds (38th Series) in the nature of Promissory Notes bearing distinctive numbers 3809338 to 3809637 of rupees one lakh each aggregating to rupees three crore only, to be issued by the said Company.

[No. 19/2002/STAMP F. No. 33/15/2003-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 25 अप्रैल, 2003

स्टाम्प

का. आ. 1416.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पावर फाइनेंस कॉर्पोरेशन लिमिटेड, नई दिल्ली को मात्र पांच करोड़ बासठ लाख पचास हजार रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त कॉर्पोरेशन द्वारा 30 दिसम्बर, 2002 को आबंटित किए गए मात्र सात सौ पचास करोड़ रुपये के समग्र मूल्य के एक-एक लाख रुपये प्रत्येक के 00000001 से 00075000 तक की विशिष्ट संख्या वाले ऋणपत्रों के स्वरूप वाले शून्य कूपन असुरक्षित विमोच्य अपरिवर्तनीय बंधपत्रों (2022)-XIX श्रृंखला पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं. 14/2003-स्टाम्प/फा. सं. 33/10/2003-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 25th April, 2003

STAMPS

S. O. 1416.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Power Finance Corporation Limited, New Delhi to pay consolidated stamp duty of rupees five crore sixty two lakh fifty thousand only chargeable on account of the stamp duty on Zero Coupon Unsecured Redeemable Non-Convertible Bonds (2022)-XIX Series in the nature of Debentures bearing distinctive numbers from 00000001 to 00075000 of rupees one lakh each aggregating to rupees seven hundred fifty crore only allotted on 30th December 2002 by the said Corporation.

[No. 14/2003-STAMP F. No. 33/10/2003-ST]

R. G. CHHABRA, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 22 अप्रैल, 2003

आयकर**का. आ. 1417.**—सामान्य जानकारी के लिए यह सूचना दी जाती है कि

किया जाता है कि केन्द्र सरकार अधोलिखित संगठन को उनके नाम सामने उल्लिखित अवधि के लिए आयकर नियमावली 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (II) के प्रयोजनार्थ "संस्था" श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :—

- (i) अधिसूचित संस्था अपने अनुसंधान कार्यकलापों के लिए अलग लेखा बहियों का रख रखाव करेगा;
- (ii) अधिसूचित संस्था प्रत्येक वित्तीय वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गतिविधियों की वार्षिक रिटर्न प्रत्येक 31 मई को अथवा उससे पहले सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग "टेक्नोलाजी भवन" न्यू महरोली रोड, नई दिल्ली-110016 को प्रस्तुत करेगा;
- (iii) अधिसूचित संस्था केन्द्र सरकार की तरफ से नामो-दिष्ट निर्धारण अधिकारी को आयकर की बिवरणी प्रस्तुत करने के अतिरिक्त अपने लेखा परीक्षित वार्षिक लेखों की एक प्रति तथा अपने अनुसंधान कार्यकलापों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अन्तर्गत छूट प्रदान की गई थी, के संबंध में आय एवं व्यय खाते की लेखा परीक्षा की भी एक प्रति संगठन पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) 10 मिडिलटन रॉ, पाषाण तल, कलकत्ता-700071 (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग तथा (ग) आयकर आयुक्त/आयकर निदेशक (छूट) को प्रत्येक वर्ष 31 अक्टूबर को अथवा उससे पहले प्रस्तुत करेगा।

क्रम सं.	अनुमोदित संगठन का नाम	अवधि जिसके लिए अधिसूचना प्रभावी है
1.	मैसर्स डा. जीवराज मेहता स्मारक हेल्थ फाउंडेशन, आरोग्यधाम, आयोजन नगर, अहमदाबाद-380007	1-4-2000 से 31-3-2003

टिप्पणी : अधिसूचित संस्था को सलाह दी जाती है कि वे अनुमोदन के नवीकरण के लिए तीन प्रतियों में और पहले ही अधिकार क्षेत्र वाले आयकर आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन पत्र की तीन प्रतियां सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग को सीधे भेजी जाएगी।

[अधिसूचना सं. 93/2003/फ.सं. 203/6/2002-आयकर नि-II]
संगीता गुप्ता, निदेशक (आयकर नि-II)

Central Board of Direct Taxes
New Delhi, the 22nd April, 2003

INCOME TAX

S.O. 1417.—It is hereby notified for general

information that the organisations mentioned below have been approved by the Central Government for the period mentioned against their names, for the purpose of clause (ii) of Sub-section (1) of Section 35 of the Income tax Act, 1961, read with Rule 6 of the Income tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) The notified Institution shall maintain separate books of accounts for its research activities;
- (ii) The notified Institution shall furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific & Industrial Research, Technology Bhawan, New Mehrauli Road, New Delhi-110016 for every financial year on or before 31st May of each year;
- (iii) The notified Institution shall submit, on behalf of the Central Government, to (a) the Director General of Income tax (Exemptions), 10 Middleton Row, 5th Floor, Calcutta-700071 (b) the Secretary, Department of Scientific & Industrial Research, and (c) the Commissioner of Income tax/Director of Income tax (Exemptions), having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income tax Act, 1961 in addition to the return of income tax to the designated assessing officer.

S. No.	Name of the organisation approved	Period for which Notification is effective
1.	M/s. Dr. Jivraj Mehta Smarak Health Foundation, "Arogyadham" Ayejannagar, Ahmedabad-380007	1-4-2000 to 31-3-2003

Note:—The notified Institution are advised to apply in triplicates and well in advance for renewal of the approval, to the Central Government through the Commissioner of Income tax/Director of Income tax (Exemptions) having jurisdiction. Three copies of application for renewal of approval shall also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[Notification No. 93/2003/F. No. 203/6/2002-ITA-II]
SANGEETA GUPTA, Director (ITA-II)

(आर्थिक कार्य विभाग)
(बैंकिंग प्रभाग)
नई दिल्ली, 8 मई, 2003

का०आ०1418—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976

(1976 का 21) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारत सरकार, वित्त मंत्रालय के तत्कालीन राजस्व और बैंकिंग विभाग (बैंकिंग स्कन्ध) की दिनांक 9 दिसम्बर, 1976 की अधिसूचना सं० का०आ० 782(अ) जो भारत के राजपत्र (असाधारण) भाग-II खंड-3 उपखंड (II) में 11 दिसम्बर, 1976 को प्रकाशित हुआ था, में निम्नलिखित और संशोधन करती है अर्थात् :-

उपर्युक्त अधिसूचना में, "मालापपुरम और कोजिकोडे, पालाक्काड और त्रिसुर जिले" के स्थान पर "मालापपुरम कोजिकोडे, पालाक्काड, त्रिसुर और पठानामीथिट्टा जिले" प्रतिस्थापित किए जाएंगे।

यह अधिसूचना सरकारी राजपत्र में प्रकाशन की तारीख से प्रभावी होगी।

[सं० एफ-1(2)/97-आरआरबी]

एस० के० ठाकुर, अवर सचिव

पाद टिप्पणी : प्रधान अधिसूचना दिनांक 11 दिसम्बर, 1976 की का०आ० सं० 782 (ई) के तहत प्रकाशित हुई थी और उसके पश्चात् दिनांक 10 अप्रैल, 1999 के का०आ० 987 के तहत संशोधन किया गया था।

DEPARTMENT OF ECONOMIC AFFAIRS

(BANKING DIVISION)

New Delhi, the 8th May, 2003

S.O. 1418.—In exercise of the powers conferred by Sub-section (1) of the Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976) the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Finance in the erstwhile Department of Revenue and Banking (Banking Wing)/ No. S.O. 782(E) dated 9th December, 1976 and published in the Gazette of India, Extraordinary, Part II Section-3 Sub-section (ii), dated 11th December, 1976 namely:—

In the said notification, for the words "districts of Malappuram, Kozhikode, Palakkad and Thrissur", the words "districts of Malappuram, Kozhikode, Palakkad, Thrissur and Pathanamthitta" shall be substituted.

This notification shall take effect from the date of publication in the Official Gazette.

[F.No. 1(2)/97-RRB]

S.K. THAKUR, Under Secy.

Note : The Principal Notification was published vide S. O. 782(E) dated 11th December, 1976 and subsequently amended vide S. O. 987 dated 10th April, 1999.

पर्यटन विभाग

नई दिल्ली, 24 अप्रैल, 2003

का० आ०. 1419.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में पर्यटन विभाग के अधीन भारतीय पर्यटन एवं यात्रा प्रबंध संस्थान, को जिसके कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. भारतीय पर्यटन एवं यात्रा प्रबंध संस्थान, (भारत सरकार के पर्यटन मंत्रालय का संगठन) गोबिंदपुरी, ग्वालियर-474011

[फा० सं० ई-11016/5/2001-राजभाषा]

अमिताभ कान्त, संयुक्त सचिव

DEPARTMENT OF TOURISM

New Delhi, the 24th April, 2003

S.O. 1419.—In pursuance of sub rule (4) of rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976, The Central Government hereby notifies the following office under Department of Tourism, the Staff where-of have acquired the working knowledge of Hindi.

Indian Institute of Tourism & Travel Management
(An organisation of the Ministry of Tourism,
Government of India), Govindpuri, Gwalior-474011

[F.No. E. 11016/5/2001-OL]

AMITABH KANT, Jt. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 22 अप्रैल, 2003

का०आ०. 1420.—केन्द्रीय सरकार, मानव अंग प्रतिरोपण अधिनियम, 1994 (1994 का 42) की धारा 9 की उपधारा (4) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना सं० का०आ० 82(अ), तारीख 4 फरवरी, 1995 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "1. राष्ट्रीय राजधानी क्षेत्र दिल्ली" शीर्ष के अंतर्गत क्रम सं० 3 और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्यांक और प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात् :—

"4. पुष्पावती सिंघानिया यकृत, वृक्क और पाचक रोग अनुसंधान संस्थान, नई दिल्ली-110017।

(1) डा० दीपक शुक्ला,

—अध्यक्ष

चिकित्सा अधीक्षक,

पुष्पावती सिंघानिया यकृत, वृक्क और पाचक

रोग अनुसंधान संस्थान, (पीएसआरआई)

नई दिल्ली - 110017.

- (2) डा० जे. सी. विज, —सदस्य
ज्येष्ठ परामर्शी, गेस्टाईटेरोलोजी,
पुष्पावती सिंघानिया अनुसंधान संस्थान।
- (3) डा० दीपक गोविल, —सदस्य
ज्येष्ठ परामर्शी, जी.आई.सर्जरी, पीएसआरआई।
- (4) श्री ए. एन. शुक्ला, —सदस्य
सेवानिवृत्त अध्यक्ष, रेल बोर्ड और पदेन प्रधान सचिव,
भारत सरकार।
- (5) श्री एस. सी. सेठी, —सदस्य
पूर्ण कालिक निदेशक
जे. के. इंडस्ट्रीज लिमिटेड।
- (6) श्री एस. सी. अरोड़ा, —सदस्य।
विधि सलाहकार,
जे. के. इंडस्ट्रीज लिमिटेड।

[फा०स० एस. 12011/6/2001 एम० एस०]

डी. आर. शर्मा, उप सचिव

पाद टिप्पण—प्राधिकार समितियों के संबंध में जारी की गई अधिसूचनाएं
निम्नलिखित हैं :—

क्र.सं.	अधिसूचना सं०	तारीख	विशिष्टियां
1.	का०आ० 82(अ)	4-2-95	राष्ट्रीय राजधानी क्षेत्र दिल्ली, पांडिचेरी और चंडीगढ़ के संबंध में मूल अधिसूचना।
2.	का०आ० 127(अ)	23-1-96	संशोधन अधिसूचना शीर्षक "राष्ट्रीय राजधानी क्षेत्र दिल्ली" के अधीन क्र.सं. 1, 2 और 3 पर अखिल भारतीय आयु- विज्ञान, सर गंगाराम अस्पताल और बतरा अस्पताल, नई दिल्ली से संबंधित प्राधिकार समितियों के गठन को प्रतिस्थापित करने के संबंध में।
3.	का०आ० 3101	28-10-97	इंद्रप्रस्थ अपोलो अस्पताल, नई दिल्ली के लिए प्राधिकार समिति के गठन के संबंध में।
4.	का०आ० 227(अ)	9-2-98	सर गंगाराम अस्पताल की बाबत प्रविष्टि प्रतिस्थापित करने के लिए।

MINISTRY OF HEALTH AND FAMILY WELFARE (Department of Health)

New Delhi, the 22nd April, 2003

S.O.1420.—In exercise of the powers conferred by clause (a) of Sub-section (4) of Section 9 of the Transplantation of Human Organs Act, 1994 (42 of 1994), the Central Government hereby makes the following amendments in the Notification of the Government of India in the Ministry of Health and Family Welfare No. S.O. 82 (E), dated the 4th February, 1995, namely:—

In the said notification, under the heading "I. National Capital Territory of Delhi", after serial No. 3 and the entries relating thereto, the following serial number and entries shall be inserted, namely:—

"4. Pushpawati Singhanian Research Institute for Liver Renal and Digestive Diseases, New Delhi-110017.

- (1) Dr. Deepak Shukla. —Chairman
Medical Superintendent,
Pushpawati Singhanian Research
Institute (PSRI) for Liver, Renal
And Digestive Diseases.
New Delhi-110017.
- (2) Dr. J. C. Vij., —Member
Senior Consultant, Gastro-
enterology, Pushpawati Singhanian
Research Institute.
- (3) Dr. Deepak Govil., —Member
Senior Consultant G. I. Surgery.
P S R I
- (4) Shri A. N. Shukla., —Member
Retired Chairman, Railway Board and
Ex-Officio Principal Secretary of the
Government of India.
- (5) Shri S. C. Sethi., —Member
Whole Time Director
J. K. Industries Limited.
- (6) Shri S. C. Arora., —Member
Legal Adviser,
J. K. Industries Limited.

[F. No. S. 12011/6/2001-MS]

D.R.SHARMA, Dy. Secy.

Foot note:—Notifications issued regarding Constitution
of Authorisation Committees are as
under:—

S.No.	Notification No.	Date	Particulars
1	2	3	4
1.	S.O.82(E)	4.2.95	Principal notification for NCT of Delhi, Pondicherry and Chandigarh.
2.	S.O.127(E)	23.1.96	Amendment notification,

1	2	3	4
			under heading "1. NCT of Delhi" for entries, substituting the constitution of Authorisation Committees for AIIMS, Sir Ganga Ram Hospital and Batra Hospital, New Delhi at S.No. 1, 2 and 3, respectively.
3.	S.O. 3101	28.10.97	For constitution of authorisation committee for Indraprastha Apollo Hospital, New Delhi.
4.	S.O. 227(E)	9.2.98	Amendment notification substituting entry' in respect of Sir Ganga Ram Hospital

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

विपणन एवं निरीक्षण निदेशालय

नई दिल्ली, 17 अप्रैल, 2003

का०आ०1421.—सामान्य श्रेणीकरण एवं चिह्नांकन नियमावली, 1988 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, पी.के. अग्रवाल, कृषि विपणन सलाहकार, भारत सरकार, विपणन एवं निरीक्षण निदेशालय, क्षेत्रीय कार्यालय, हैदराबाद के प्रभारी अधिकारी को अपने क्षेत्राधिकार में कृषि उत्पाद (श्रेणीकरण एवं चिह्नांकन) अधिनियम, 1937 (1986 तक यथा संशोधित 1937 का 1) के उपबंधों के तहत बने नियमों के अनुसार कृषि एवं इसके समवर्गी उत्पादों के मामलों में उल्लिखित विधि से निम्नलिखित अधिकारों का प्रयोग करने के लिए एतद्वारा प्राधिकृत करता हूँ।

- (i) नियम, 3 अधिनियम के तहत बने नियमों के उपबंधों के अनुसार किसी वस्तु के श्रेणीकरण एवं चिह्नांकन करने के लिए प्राधिकार प्रमाणपत्र प्रदान करना;
- (ii) नियम, 4 निर्यात श्रेणीकरण एवं केन्द्रीयकृत श्रेणीकरण से संबंधित प्राधिकार प्रमाणपत्र का नवीकरण करना;
- (iii) नियम, 5 प्राधिकृत पैकर के नाम, स्टाइल या पते में तथा प्राधिकार प्रमाण-पत्र में प्राधिकृत भवन में हुए परिवर्तनों को अभिलेखबद्ध करना;
- (iv) नियम, 7 किसी प्राधिकार प्रमाणपत्र को निलंबित या रद्द करना अगर वह संतुष्ट हो-

(क) कि प्राधिकृत पैकर ने श्रेणी अभिधान चिह्नों का प्रयोग सही ढंग से नहीं किया है; या

(ख) कि प्राधिकृत पैकर ने इस अधिनियम के किसी भी उपबंध का उल्लंघन किया हो; या

(ग) कि नियम 7 के उपनियम 2 एवं 3 के तहत उल्लिखित शर्तों के अधधीन प्राधिकृत पैकर ने किसी नियम का उल्लंघन किया है या अधिनियम के उपबंधों के तहत जारी किए गए अनुदेशों का अनुपालन नहीं किया है।

(v) नियम, 8 अधिनियम के उपबंधों के तहत किसी वस्तु का श्रेणीकरण एवं चिह्नांकन करने के लिए पैकर द्वारा स्थापित की गई प्रयोगशाला, राज्य श्रेणीकरण प्रयोगशाला या निजी वाणिज्यिक प्रयोगशाला को अनुमोदित करना,

(vi) नियम, 9 श्रेणीकरण प्रयोगशाला चलाने हेतु पैकर द्वारा नियुक्त किए गए रसायनज्ञ की स्वीकृति देना

(vii) नियम, 9 (5) अगर रसायनज्ञ ने अनुदेशों का अनुपालन नहीं किया हो या किसी नियम का उल्लंघन किया हो तो कृषि उत्पाद (श्रेणीकरण एवं चिह्नांकन) अधिनियम, 1937 के उपबंधों के तहत किसी वस्तु का श्रेणीकरण एवं चिह्नांकन करने के लिए रसायनज्ञ को किया गया अनुमोदन वापस ले लेना बशर्ते कि अनुमोदित रसायनज्ञ को यह कारण बताने का एक अवसर दिया गया हो कि उन्हें दिया गया अनुमोदन वापस क्यों नहीं ले लेना चाहिए।

(viii) नियम, 10 (3) प्राधिकृत पैकरों को एगमार्क लेबल के स्थान पर "एगमार्क प्रतिकृति" प्रयोग करने की अनुमति प्रदान करना।

(ix) नियम, 10 (5) प्रिंटिंग प्रेस या निर्माता इकाई को एगमार्क प्रतिकृति छापने या "एगमार्क प्रतिकृति" वाले आधानों का निर्माण करने के लिए अनुमति प्रदान करना।

(x) नियम 11 श्रेणीकृत वस्तु की पैकिंग विधि में छूट/संशोधन की अनुमति प्रदान करना तथा निजी चिह्नों, श्रेणीकृत वस्तु पर लगाए जाने वाले व्यापारिक ब्रांड लेबल को अनुमोदित करना।

(xi) नियम 14 किसी भी अनुसूचित वस्तु के बारे में प्राधिकृत पैकरों से सूचना, रिपोर्ट या विवरण मांगना।

(xii) नियम 15 अधिनियम के उपबंधों के तहत निर्यात के लिए श्रेणीकृत एवं चिह्नांकित किसी अनुसूचित वस्तु के प्रत्येक खेप के लिए एगमार्क श्रेणीकरण प्रमाण-पत्र की आवश्यकता होगी जो अधिनियम के तहत बने नियमों के उपबंधों के अनुसार प्राधिकृत पैकर

के लिखित अनुरोध पर प्राधिकृत पैकर या निर्यातक को विहित प्रपत्र में जारी किया जाएगा।

[सं० क्यू-11011/10/2001-मानक]

पी. के. अग्रवाल, कृषि विपणन सलाहकार

MINISTRY OF AGRICULTURE

(Department of Agriculture and Cooperation)

DIRECTORATE OF MARKETING AND INSPECTION

New Delhi, the 17th April, 2003

S.O. 1421.—I. P. K. Agarwal, Agricultural Marketing Adviser to the Government of India, in exercise of the powers conferred on me under the General Grading and Marking Rules, 1988, hereby authorise the officer incharge of the Regional office, Hyderabad of the Directorate of Marketing and Inspection, to exercise the following powers in his jurisdiction in regard to grading and marking of agricultural and allied products in accordance with the rules made under the provisions of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937, as amended up to 1986).

- (i) Rule. 3 To grant the Certificate of Authorisation for grading and marking of an article in accordance with the provision of the Rules made under the Act;
- (ii) Rule. 4 To renew the Certificate of Authorisation in respect of export grading and centralised grading;
- (iii) Rule. 5 To record changes in the name, style or address of the authorised packer and change of authorised premises in the Certificate of Authorisation;
- (iv) Rule. 7 To suspend or cancel any Certificate of Authorisation, if he is satisfied :—
 - (a) that the authorised packer has not applied, the grade designation marks correctly; or
 - (b) that the authorised packer has contravened any of the provisions of the Act; or
 - (c) that the authorised packer has violated any Rule or has failed to comply with any of the instructions issued under the provisions of the Act, subject to the conditions as stipulated under Sub-rule (2) and (3) of Rule-7.

- (v) Rule, 8 To approve the laboratory set up by the packer, State grading laboratory or cooperative-association laboratory or a private commercial laboratory, for grading and marking of an article under provisions of the Act;
- (vi) Rule, 9 To approve the chemist appointed by the packer for manning the grading laboratory;
- (vii) Rule, 9 (5) To withdraw the approval accorded to the chemist for grading and marking of an article under provisions of the Agricultural Produce (Grading and Marking) Act, 1937, if the chemist has failed to comply with the instructions or violated any Rule, provided that an opportunity shall be given to the approved chemist for showing causes as to why the approval should not be withdrawn;
- (viii) Rule, 10(3) To grant permission for use of "Agmark replica" in lieu of Agmark labels to the authorised-packers;
- (ix) Rule, 10 (5) To grant permission to the printing press or manufacturing units for printing and/or manufacturing of the containers bearing the "Agmark replica";
- (x) Rule, 11 To allow relaxation/modification in the mode of packing of graded article and to approve the private marks trade brand label to be affixed, on the graded article;
- (xi) Rule, 14 To call for information, report or return in respect of any of the scheduled articles from the authorised packers;
- (xii) Rule, 15 Every consignment of a scheduled article graded and marked, under the provisions of the Act for export shall be covered by a certificate of Agmark Grading which shall be issued in prescribed form to the authorised packer or to an exporter on the written request of the authorised packer in accordance with the provisions of Rules made under the Act.

[No. Q-11011/10/2001-STD.]

P. K. AGARWAL.
Agricultural Marketing Adviser

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 5 मई, 2003

का.आ. 1422.— सक्षम प्राधिकारी, अगरतला, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 17 के अधीन विराचित पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के उपनियम (1) के परंतुक के अनुसरण में, गेल (इण्डिया) लिमिटेड के परामर्श से, जिसमें, यथास्थिति, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है या उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, नीचे सारणी के स्तम्भ 8 में यथाउल्लिखित डुकली से हैंगिंग ब्रिज (निकट महाराजगंज) तक प्राकृतिक गैस पाइपलाइन बिछाए जाने के प्रचालन की समाप्ति की तारीख घोषित करता है, अर्थात्:-

अनुसूची

जिला	तहसील	गाँव	धारा 3(1) के अधीन अधिसूचना		धारा 6(1) के अधीन अधिसूचना		प्रचालन समाप्ति की तारीख
			राजपत्र में प्रकाशन की तारीख	क्रम सं. और तारीख	राजपत्र में प्रकाशन की तारीख	क्रम सं. और तारीख	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
पश्चिम त्रिपुरा	डुकली	डुकली प्रतापगढ़ अगरतला	22 मार्च 2001	250(अ) 22.03.2001	28 मई 2001	471 (अ) 28.05.2001	25.03.2002

[फा. सं. एल.-14014/5/01-जी.पी.]

स्वामी सिंह, निदेशक

Ministry of Petroleum and Natural Gas

New Delhi, the 5 May, 2003

S.O. 1422.— In pursuance of the proviso to sub-rule (1) of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, framed under section 17 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Competent Authority Agartala, in consultation with the GAIL (India) Limited with whom the right of user in the land in that area has been vested or ownership of the pipeline in that area vests as the case may be, hereby declares the date of termination of operation of laying natural gas pipeline from Dukli to Hanging bridge (near Maharajganj) as mentioned in column 8 of the Schedule below, namely:-

SCHEDULE

D I S T R I C T	T E H S I L	V I L L A G E	Notification U/S 3(1)		Notification U/S 6(1)		Date of Termina- tion of Operation
			Date of Publication of Gazette	S.O. No. and Date	Date of Publication of Gazette	S.O. No. and Date	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
West Tripura	Dukli	Dukli Pratapghar Agartala	22 nd March 2001	250(E) 22.03.2001	28 th May 2001	471(E) 28.05.2001	25.03.2002

[No. L-14014/5/01-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 5 मई, 2003

का. आ. 1423.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में एनटीपीसी जेनोर से एलपीजी प्लॉट गन्धार तक पेट्रोलियम गैस के परिवहन लिए गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिस के भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, आर.सी. दत्त रोड़, अल्कापुरी, वडोदरा - 390005 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे न.	अर्जित क्षेत्रफल (हेक्टेयर में)
भरुच	भरुच	परियेज	585	0.1280
			कुल	0.1280

[फा. सं. एल.-14014/10/03-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 5 May, 2003

S.O. S. O. 1423.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum gas from NTPC Zantor to LPG Plant Gandhar in the State of Gujarat, a pipelines should be laid by the GAIL (India) Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to the notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public object in writing to the laying of the pipeline under the land to the Competent Authority, GAIL (India) Limited, R.C. Dutt Road, Alkapuri, Vadodara – 390 005 (Gujarat).

Schedule

Distt.	Tehsil	Village	Survey No.	Area in hectares.
Bharuch	Bharuch	Pariyaj	585	0.1280
			Total	0.1280

[No. L-14014/10/03-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 12 मई, 2003

का. आ. 1424.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि कर्नाटक राज्य में मंगलौर से होकर बंगलौर तक पेट्रोलियम उत्पादों के परिवहन के लिए मैसर्स पेट्रोनेट एमएचबी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री के अनन्दा मूल्य, सक्षम प्राधिकारी, मंगलौर-बंगलौर पाइपलाइन परियोजना, डारस सालम बिल्डिंग नं० 332, क्वीन्सरोड, बंगलौर-560052 कर्नाटक को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

राज्य : कर्नाटक			जिल्ला : बेंगलूर - ग्रामीण	
तालुका का नाम	ग्राम का नाम	सर्वे सं०	भाग हिस्स सं० (यदि कोई हो)	क्षेत्रफल एकड़-गुन्टा
1	2	3	4	5
होसकोटे	तरावाहल्ली	69	1	0-06

[फा. सं. आर-31015/29/2001-ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 12 May, 2003

S. O. 1424.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products through Mangalore to Bangalore in the State of Karnataka, a pipeline should be laid by M/s. Petronet MHB Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section(1) of section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user in the land described in the said Schedule;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri K. Ananda Moolya, ~~the~~ Competent Authority, Mangalore-Bangalore Pipeline Project, Darus Salam Building, No. 332, Queens Road, Bangalore- 560052, Karnataka.

STATE: KARNATAKA

DISTRICT: BANGALORE (RURAL)

Name of Taluk	Name of Village	Survey No.	Part/ Hissa No. (if any)	EXTENT Acre-Guntas
1	2	3	4	5
Hosakote	Tarabahalli	69	1	0-06

[No. R-31015/29/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 12 मई, 2003

का. आ. 1425.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स रेलाएंस इण्डस्ट्रीज लिमिटेड जो मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संवर्धक कम्पनी है के गोवा के उत्तरी/वशिणी अपतट के खोज ब्लॉकों से और आन्ध्रप्रदेश राज्य में संरचनाओं से आन्ध्रप्रदेश राज्य के पूर्वी गोदावरी जिले में विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और, केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपावह अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त प्रयोजन के लिए भूमि में उपयोग के अधिकार का अर्जन करने के आशय की घोषणा पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 3400 तारीख 18 अक्टूबर 2002 द्वारा भारत के राजपत्र भाग 2, खण्ड 3, अप खण्ड (ii) तारीख 26 अक्टूबर 2002 में प्रकाशित की गई थी।

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के संबंध में पी.बुच्चा रेडडी, सक्षम प्राधिकारी, जी.टी.आई.सि.एल.पाइपलाइन, परियोजना, प्लॉट नं. 132 और 133 (डोर सं. 3-20 - 7/1) राममोहन राजा नगर, अक्षर पब्लिक स्कूल गेट के समीप, काकिनाडा, पूर्वी गोदावरी जिला, आन्ध्रप्रदेश पिन-533 003 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

गंव का नाम	स्वै नंबर	सब-डिविजन नंबर	ऐरिया		
			हेक्टेर	ऐर	सि-ऐर
1	2	3	4	5	6
मण्डल : रायवरम			जिला : ईस्ट गोदावरि		
			राष्ट्र : आन्ध्रप्रदेश		
1. नेडुरुबादा	211	7	0	00	10
2. वेदुरुपाका	323	1	0	00	10
मण्डल : मन्नापेट			जिला : ईस्ट गोदावरि		
			राष्ट्र : आन्ध्रप्रदेश		
1. तापेस्वरम	1	1	0	00	30
2. इप्पेनपाडू	5	1	0	02	40
	5	2	0	24	30
	5	3	0	09	80
	12	3	0	02	90
	13	1	0	04	40
	13	2A	0	11	90
	13	2C	0	45	90
3. पालटोडू	36	4	0	09	70
	36	5	0	11	65
	36	6	0	13	35
	36	7	0	12	00
	36	8	0	03	95
	38	1	0	16	05
	38	2	0	20	55
	38	3	0	12	75
	38	4	0	01	00
	38	5	0	11	75
	38	6	0	01	25
	43	1	0	00	25
	43	3	0	00	10
	43	4	0	02	30
	43	5	0	15	45

1	2	3	4	5	6
3. पालटोडू (निरंतर)	43	6	0	14	00
	43	8	0	23	00
	44	3	0	15	75
	44	6	0	03	40
	44	7	0	11	75
	44	8	0	01	85
	47	10	0	00	70
	47	11	0	19	20
	48	1	0	04	50
	48	2	0	16	20
	48	3	0	05	65
	48	4	0	22	35
	48	5	0	03	00
	48	6	0	00	10
	48	7	0	00	10
	49	-	0	17	90
	50	1	0	03	20
	50	2	0	00	15
	58	-	0	02	90
(सरकारी भूमि)					
	60	-	0	03	60
	101	2	0	00	20
	101	3	0	02	10
	101	5	0	05	00
	101	6	0	28	00
	102	1	0	20	40
	102	6	0	00	25
	103	1	0	05	10
	103	2	0	00	80
	103	3	0	12	70
	103	4	0	07	95
	104	4	0	09	45
	108	4	0	05	55
	108	7	0	05	10
	108	9	0	08	70
	108	10	0	13	95
	108	11	0	00	10
	109	1	0	16	05
	109	6	0	00	15
	110	2	0	03	25
	110	3	0	12	75
	110	4	0	01	05
	110	5	0	46	40
	110	6	0	16	60
	111	1	0	10	45
	111	2	0	04	40
	111	3	0	00	10
	114	2	0	00	15
	115	1	0	20	05
	115	2	0	43	10
	115	3	0	00	50
	116	-	0	14	65

1	2	3	4	5	6
3. पालटोडू (निरंतर)	120 (सरकारी भूमि)	-	0	06	85
	121	1	0	23	35
	121	2	0	11	85
	121	3	0	04	90
	121	4	0	00	20
	121	7	0	06	95
	137	-	0	00	10
	(सरकारी भूमि)				
	138	1	0	00	75
	138	2	0	17	75
	138	3	0	08	65
	138	4	0	01	30
	138	5	0	00	10
	139	1	0	09	75
	139	2	0	03	10
	173	-	0	02	20
	(सरकारी भूमि)				
5. वेलगटोडू	151	3B	0	01	00
	151	3C	0	05	00
	151	4	0	04	25
	(डेन)				
	152	1B	0	05	30
	152	3	0	10	40
	152	4B	0	10	35
	152	4C	0	00	85
	152	5	0	08	80
	152	6	0	08	80
	152	7	0	01	10
	(डेन)				
	153	1	0	36	00
	154	2	0	10	25
	186	6	0	08	10
	(केनाल)				
	187	1	0	39	90
	187	3	0	04	25
	188	1	0	12	90
	188	2	0	01	90
	(सरकारी भूमि)				
	188	3	0	03	60
	188	4	0	31	85
	189	1A	0	01	40
मण्डल : सामलक्रेट	जिला : ईस्ट गोदावरी	राष्ट्र : आन्ध्रप्रदेश			
1. मामिल्लदोडिड	5	1	0	05	45
	6	3	0	03	90
	54	2	0	00	10
2. भीमवरम	(सडक)	-	0	01	60

[फा. सं. एल.-14014/46/02-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 12 May, 2003

S. O. 1425.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation & Infrastructure Company Limited to the various consumers of East Godavari District in the State of Andhra Pradesh, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipe line, it is necessary to acquire the right of user (ROU) in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed to this notification ;

And whereas the Central Government have for the said purpose declared its intention to acquire the right of user in the land vide notification of the Government of India in the Ministry of Petroleum and Natural Gas under S.O. 3400 dated 18th October, 2002 published in Part-II, Section-3, Sub – Section (ii) of the Gazette of India dated 26th October, 2002.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification issued under sub section (1) of section (3) of the said Act, are made available to the general public, object in writing to the pipeline under the land to **Shri. P. Butcha Reddy, Competent Authority, GTICL Pipeline Project, Plot No.132 & 133 (Door No. 3-20-7/1), Rammohana Raja Nagar, Near Akshara Public School Gate, Kakinada, East Godavari Dist, Andhra Pradesh. Pin: 533 003,**

SCHEDULE					
Name of the Village	Survey No	Sub-Division No	AREA		
			Hectare	Are	C-Are
1	2	3	4	5	6
Mandal : Rayavaram			District : East Godavari		
			State : Andhra Pradesh		
1. Nadurubada	211	7	0	00	10
2. Vedurupaka	323	1	0	00	10
Mandal : Mandapeta			District : East Godavari		
			State : Andhra Pradesh		
1. Tapeswaram	1	1	0	00	30
2. Ippenapadu	5	1	0	02	40
	5	2	0	24	30
	5	3	0	09	80
	12	3	0	02	90
	13	1	0	04	40
	13	2A	0	11	90
	13	2C	0	45	90
3. Palatodu	36	4	0	09	70
	36	5	0	11	65
	36	6	0	13	35
	36	7	0	12	00

1	2	3	4	5	6
3. Palatodu (Contd.)	36	8	0	03	95
	38	1	0	16	05
	38	2	0	20	55
	38	3	0	12	75
	38	4	0	01	00
	38	5	0	11	75
	38	6	0	01	25
	43	1	0	00	25
	43	3	0	00	10
	43	4	0	02	30
	43	5	0	15	45
	43	6	0	14	00
	43	8	0	23	00
	44	3	0	15	75
	44	6	0	03	40
	44	7	0	11	75
	44	8	0	01	85
	47	10	0	00	70
	47	11	0	19	20
	48	1	0	04	50
	48	2	0	16	20
	48	3	0	05	65
	48	4	0	22	35
	48	5	0	03	00
	48	6	0	00	10
	48	7	0	00	10
	49	-	0	17	90
	50	1	0	03	20
	50	2	0	00	15
	58	-	0	02	90
(Govt. Land)					
	60	-	0	03	60
	101	2	0	00	20
	101	3	0	02	10
	101	5	0	05	00
	101	6	0	28	00
	102	1	0	20	40
	102	6	0	00	25
	103	1	0	05	10
	103	2	0	00	80
	103	3	0	12	70
	103	4	0	07	95
	104	4	0	09	45
	108	4	0	05	55
	108	7	0	05	10
	108	9	0	08	70
	108	10	0	13	95
	108	11	0	00	10
	109	1	0	16	05
	109	6	0	00	15
	110	2	0	03	25
	110	3	0	12	75
	110	4	0	01	05
	110	5	0	46	40
	110	6	0	16	60

1	2	3	4	5	6
3. Palatodu (Contd.)					
111	111	1	0	10	45
	111	2	0	04	40
	111	3	0	00	10
	114	2	0	00	15
	115	1	0	20	05
	115	2	0	43	10
	115	3	0	00	50
	116	-	0	14	65
	120	-	0	06	85
	(Govt. Land)				
	121	1	0	23	35
	121	2	0	11	85
	121	3	0	04	90
	121	4	0	00	20
	121	7	0	06	95
	137	-	0	00	10
	(Govt. Land)				
	138	1	0	00	75
	138	2	0	17	75
	138	3	0	08	65
	138	4	0	01	30
	138	5	0	00	10
	139	1	0	09	75
	139	2	0	03	10
	173	-	0	02	20
	(Govt. Land)				
4. Velagatodu	151	3B	0	01	00
	151	3C	0	05	00
	151	4	0	04	25
	(Drain)				
	152	1B	0	05	30
	152	3	0	10	40
	152	4B	0	10	35
	152	4C	0	00	85
	152	5	0	08	80
	152	6	0	08	80
	152	7	0	01	10
	(Drain)				
	153	1	0	36	00
	154	2	0	10	25
	186	6	0	08	10
	(Canal)				
	187	1	0	39	90
	187	3	0	04	25
	188	1	0	12	90
	188	2	0	01	90
	(Govt. Land)				
	188	3	0	03	60
	188	4	0	31	85
	189	1A	0	01	40
Mandal : Samalkot					
		District : East Godavari		State : Andhra Pradesh	
1. Mamilladoddi	5	1	0	05	45
	6	3	0	03	90
	54	2	0	00	10
2. Bhimavaram	Asphalted Road		0	01	60

नई दिल्ली, 12 मई, 2003

का.आ. 1426.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962, (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 3400, तारीख 18 अक्टूबर, 2003, जो भारत के राजपत्र, भाग- 2, खण्ड-3, उपखण्ड (ii) के पृष्ठ 10223 से 10240 पर प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात:-

उक्त अधिसूचना की इस अनुसूची में:-

- (1) पृष्ठ सं० 10227 पर, गाँव “ रामवरम”, के सामने, स्तंभ 1 में, स्तंभ 2 के सर्वे नम्बर “189” के, स्तंभ 3,4 और 5 में क्षेत्रफल “0-02-60” के स्थान पर क्षेत्रफल 0-04-15 रखा जाएगा;
- (2) पृष्ठ सं० 10231 पर, गाँव “ इप्पेनपाडू”, के सामने, स्तंभ 1 में, स्तंभ 2 के सर्वे नम्बर “8” के, स्तंभ 3,4 और 5 में क्षेत्रफल “0-02-40” के स्थान पर क्षेत्रफल 0-03-60 रखा जाएगा;
- (3) पृष्ठ सं० 10231 पर, गाँव “ इप्पेनपाडू”, के सामने, स्तंभ 1 में, स्तंभ 2 के सर्वे नम्बर “14” के, स्तंभ 3,4 और 5 में क्षेत्रफल “0-48-25” के स्थान पर क्षेत्रफल 0-49-30 रखा जाएगा;
- (4) पृष्ठ 10231 पर, गाँव “ इप्पेनपाडू”, के सामने, स्तंभ 1 में, स्तंभ 2 के सर्वे नम्बर “17” के, स्तंभ 3,4 और 5 में क्षेत्रफल “0-35-35” के स्थान पर क्षेत्रफल 0-36-65 रखा जाएगा;

[फा. सं. एल.-14014/46/02-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 12 May, 2003

S. O. 1426.— In exercise of the powers conferred by sub-section (I) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O.3400 dated 18th October, 2002, published at pages 10241 to 10258 in part II, section 3, sub-section (ii) of the Gazette of India, dated the 19 October, 2002, namely:-

In the Schedule to the said notification:-

- (1) at page 10245, against village “ Ramavaram” in column 1, in Survey No. “ 189 ” in column 2, for the areas “ 0.02.60 ”, in columns 3,4 & 5, the areas “ 0.04.15” shall be substituted.

- (2) at page 10249, against village "Ippenapadu" in column 1, in Survey No. " 8 " in column 2, for the areas " 0.02.40 ", in columns 3,4 & 5, the areas " 0.03.60 " shall be substituted.
- (3) at page 10249, against village "Ippenapadu" in column 1, in Survey No. " 14 " in column 2, for the areas " 0.48.25 ", in columns 3,4 & 5, the areas " 0.49.30 " shall be substituted.
- (4) at page 10249, against village "Ippenapadu" in column 1, in Survey No. " 17 " in column 2, for the areas " 0.35.35 ", in columns 3,4 & 5, the areas " 0.36.85 " shall be substituted.

[No. L-14014/46/02-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 12 मई, 2003

का. आ. 1427.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 92 तारीख 30 जनवरी, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक पेट्रोलियम उत्पादों के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;
और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 30 जुलाई 2002 को उपलब्ध करा दी गई थी ;

और पाइपलाइन बिछाने के संबंध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में पाइपलाइन बिछाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील : धार

जिला : धार

राज्य : मध्यप्रदेश

गांव का नाम

सर्वे नंबर

क्षेत्रफल

हेक्टेयर

आरे

सेन्टीयर

1	2	3	4	5
1) सरवनिया	138	0	16	20

[फा. सं. एल.-14014/35/01-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 12 May, 2003

S. O. 1427.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas numbers S.O.292, dated the 30th January, 2002 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962) (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of regassified liquefied natural gas through the Jamnagar –Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 30th July, 2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;.

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline.;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE

Tehsil: Dhar	District: Dhar	State: : Madhya Pradesh		
Name of the Village	Survey No.	AREA		
		Hectare	Are	C-Are
(1)	(2)	(3)	(4)	(5)
1) SARVANIYA	138	0	16	20

The principal notification was amended vide S.O. No.2221, dated the 28th June, 2002, and published at page 6458 in Part II, Section 3, sub-section (ii), the Gazette of India, dated the 6th July, 2002.

[No. L-14014/35/01-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 12 मई, 2003

का. आ. 1428.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 216 और का. आ. 219 तारीख 16 जनवरी, 2003 जो भारत के राजपत्र भाग-2, खंड 3, उपखंड (ii) में प्रकाशित की गई थी, द्वारा गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक जामनगर—भोपाल पाइपलाइन परियोजना के माध्यम से पुनः गैसीकृत द्रवित प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 22 फरवरी 2003 को उपलब्ध करा दी गई थी ;
और पाइपलाइन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुआ है ;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जन किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील: हुजूर		जिला: भोपाल		राज्य: मध्य प्रदेश	
गोंव का नाम	सर्वे नंबर	हेक्टर	क्षेत्रफल		
			आरे	सि-आरे	
1	2	3	4	5	
1. बरखेडा सालम	1420	0	02	25	
प.ह.नं.26	1421	0	01	11	
	1424	0	01	31	
	1425	0	07	65	
	1426	0	04	05	
	1435	0	03	06	
	1437	0	00	03	
	1436	0	17	96	
	योग	0	37	42	

[फा. सं. एल.-14014/26/01-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 12 May, 2003

S. O. 1428.—Whereas by notifications of the Government of India in the Ministry of Petroleum and Natural Gas numbers S.O.216 and 219 dated the 16th January, 2003 published in Part II, section 3, sub-section (ii) of Gazette of India, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962) (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of regassified liquefied natural gas through the Jamnagar –Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 22nd February, 2003;

And whereas no objections have been received from the public to the laying of the pipeline;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying pipeline, has decided to acquire the right of user therein; Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE

Tehsil: Huzur		District: Bhopal		State: Madhya Pradesh	
Name of the Village				AREA	
	Survey No	Hectare	Are	C-Are	
1	2	3	4	5	
1. BARKHEDA SALAM P.C.NO- 26	1420	0	02	25	
	1421	0	01	11	
	1424	0	01	31	
	1425	0	07	65	
	1426	0	04	05	
	1435	0	03	06	
	1437	0	00	03	
	1436	0	17	96	
TOTAL		0	37	42	

[No. L-14014/26/01-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 12 मई, 2003

का. आ. 1429.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संवर्धक कम्पनी है मैसर्स रिलाएंस इंडस्ट्रीज के गोवा के उत्तरी दक्षिणी अपतट (ऑफ्सोर) में खोज ब्लाकों और आन्ध्र प्रदेश राज्य की संरचनाओं से महाराष्ट्र राज्य के, कोल्हापुर जिले में विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाने का प्रस्ताव है और केन्द्रीय सरकार ने भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मन्त्रालय की अधिसूचना का. आ. 2287 तारीख 4 जुलाई 2002 जो भारत के राजपत्र में भाग 2, खंड 3, उपखंड (ii) तारीख 13 जुलाई 2002 में प्रकाशित की गई थी द्वारा उपयोग का अधिकार अर्जन करने की अपने आशय की घोषणा की थी ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एस. डी. भिसे, सक्षम प्राधिकारी, गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड, प्लॉट नं० 314, सोसायटी नं. 2, आर. के. नगर, कोल्हापुर-416013, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका/कागल		जिल्हा : कोल्हापूर		राज्य : महाराष्ट्र		
अनु क्रमांक	गांव का नाम	गट नं.	उपविभाग क्रमांक	क्षेत्र		
				हे	आर	स्क्वेअर मीटर
1	2	3	4	5	6	7
1	अलाबाद	290		0	40	95
		272		0	81	46
		212		0	43	02
		197		0	20	85

1	2	3	4	5	6	7
1	अलाबाद (लिस्ट २)	108		0	96	60
		87		0	20	40
		83		0	51	37
				3	54	65
2	अर्जुनवाडा	68		0	28	49
		69		0	06	64
		235		0	06	30
		239		0	00	52
		240		0	09	18
		242		0	05	13
		303		0	11	40
		341		0	11	76
		345		0	28	12
		355	2	0	20	64
		354	2	0	13	20
		436	3	0	03	90
		449		0	02	25
		448	1	0	37	18
		461		0	11	00
				1	95	71
3	चिखली	618		0	19	50
		617		0	13	08
		620		0	86	40
		621	अ	0	42	00
		623	1	0	22	08
		624		0	07	20
				1	90	26
4	हमीदवाडा	607		0	07	98
		602		0	31	20
		600	अ	0	19	50
		591		0	28	50
		589		0	04	32
		583	1	0	09	60
		584		0	07	02
		531		0	29	24
		509		0	04	14
		440		0	06	00

1	2	3	4	5	6	7
	हमीदबाड़ा (निरंतर)	439		0	09	30
		436		0	05	40
		327	3	0	14	00
		264		0	51	42
				2	27	62
5	करनूर	351		0	62	70
		340		0	18	30
		341		0	10	80
		343		0	13	50
		317		0	03	04
		320		0	14	40
		323		0	17	70
		291		0	08	32
				1	48	76
6	कौलगे	285		0	19	87
		284		0	06	72
		283		0	04	68
		277		0	09	00
		278		0	11	40
		279		0	10	20
		280		0	09	60
		281		0	07	20
		133		0	03	60
		130		0	15	60
		58		0	00	24
		44		0	04	92
		1498		0	04	20
				1	07	23
7	खडकेवाड़ा	1018		0	01	22
				0	01	22
8	नंधाळ	159		0	06	30
		195		0	29	21
		197		0	02	88
		188		0	49	51
		293		0	35	65
		346		0	25	30

1	2	3	4	5	6	7
	नंदाळ (निरंतर)	254	ब	0	05	50
		593		0	12	00
		591		0	08	40
		577		0	21	01
				1	96	13
9	वडगाव	498		0	21	69
		499		0	00	10
		429		0	26	94
				0	48	73

[फा. सं. एल.-14014/35/02-जी.पी.-(भाग-II)]

स्वामी सिंह, निदेशक

New Delhi, the 12 May, 2003

S. O. 1429.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Kolhapur in the state of Maharashtra, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas the Central Government declared its intention to acquire the right of user vide notification of the Govt. of India in the Ministry of Petroleum and Natural Gas number S.O.2287 dated 4th July 2002 published in part II section 3, sub-section(ii) of the Gazette of India dated 13th July 2002 ;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user (ROU) in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to **Shri S.D.Bhise**, Competent Authority GTICL, Plot No. 314, Society No. 2, R.K.Nagar, Kolhapur in Maharashtra State. Pin – 416013.

(Schedule annexed)

SCHEDULE3(1)						
Taluka: Kagai		Dist: Kolhapur		State: Maharashtra		
Sr.No.	Village Name	Gat No./Survey	Sub Division	Area		
				Hectare	Are	Sqmt.
1	2	3	4	5	6	7
1	Alabad	290		0	40	95
		272		0	81	46
		212		0	43	02
		197		0	20	85
		108		0	96	60
		87		0	20	40
		83		0	51	37
					3	54
2	Arjunwada	68		0	28	49
		69		0	06	64
		235		0	06	30
		239		0	00	52
		240		0	09	18
		242		0	05	13
		303		0	11	40
		341		0	11	76
		345		0	28	12
		355	2	0	20	64
		354	2	0	13	20
		436	3	0	03	90
		449		0	02	25
		448	1	0	37	18
		461		0	11	00
			1	95	71	
3	Chikhali	618		0	19	50
		617		0	13	08
		620		0	86	40
		621	A	0	42	00
		623	1	0	22	08
		624		0	07	20
			1	90	26	
4	Hamidwada	607		0	07	98
		602		0	31	20
		600	A	0	19	50

1	2	3	4	5	6	7
	Hamidwada (Contd.)	591		0	28	50
		589		0	04	32
		583	1	0	09	60
		584		0	07	02
		531		0	29	24
		509		0	04	14
		440		0	06	00
		439		0	09	30
		436		0	05	40
		327	3	0	14	00
		264		0	51	42
				2	27	62
5	Karnur	351		0	62	70
		340		0	18	30
		341		0	10	80
		343		0	13	50
		317		0	03	04
		320		0	14	40
		323		0	17	70
		291		0	08	32
				1	48	76
6	Kaulage	285		0	19	87
		284		0	06	72
		283		0	04	68
		277		0	09	00
		278		0	11	40
		279		0	10	20
		280		0	09	60
		281		0	07	20
		133		0	03	60
		130		0	15	60
		58		0	00	24
		44		0	04	92
		1498		0	04	20
				1	07	23
7	Khadakewada	1018		0	01	22
				0	01	22

1	2	3	4	5	6	7
8	Nandyal	159		0	06	30
		195		0	29	21
		197		0	02	88
		188		0	49	51
		293		0	35	65
		346		0	25	30
		554	B	0	05	50
		593		0	12	00
		591		0	08	40
		577		0	21	38
				1	96	13
9	Vadgaon	498		0	21	69
		499		0	00	10
		429		0	26	94
				0	48	73

[No. L-14014/35/02-G.P.-(Part II)]
SWAMY SINGH, Director

नई दिल्ली, 12 मई, 2003

का. आ. 1430.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख जुलाई 13, 2002 में पृष्ठ 6745 से पृष्ठ 6763 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मन्त्रालय की अधिसूचना सं. का. आ. 2287 तारीख जुलाई 04, 2002 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में :

1. पृष्ठ 6746 पर स्तंभ 1 में "अर्जुनवाड़ा" गांव के सामने, स्तंभ 2 में गट सं. "238" के सामने स्तंभ 4,5 और 6 में क्षेत्रफल "0-01-29" के स्थान पर, क्षेत्रफल "0-04-20" रखा जाएगा।
2. (i) पृष्ठ 6749 पर स्तंभ 1 में "हमीदवाड़ा" गांव के सामने स्तंभ 2 में गट सं. "534" के सामने स्तंभ 4,5 और 6 में क्षेत्रफल "0-17-70" के स्थान पर, क्षेत्रफल "0-18-35" रखा जाएगा।
(ii) पृष्ठ 6749 पर स्तंभ 1 में "हमीदवाड़ा" गांव के सामने स्तंभ 2 में गट सं. "536" के सामने, स्तंभ 4,5 और 6 में क्षेत्रफल "0-04-14" के स्थान पर, क्षेत्रफल "0-05-65" रखा जाएगा।
(iii) पृष्ठ 6750 पर स्तंभ 1 में "हमीदवाड़ा" गांव के सामने स्तंभ 2 में गट सं. "308" के सामने स्तंभ 4,5 और 6 में क्षेत्रफल "0-08-10" के स्थान पर, क्षेत्रफल "0-16-82" रखा जाएगा।
3. (i) पृष्ठ 6750 पर स्तंभ 1 में "कागल" गांव के सामने स्तंभ 2 में सर्वे सं. "497" के सामने स्तंभ 3 में सबडिवीजन "1" के स्थान पर, सबडिवीजन "2" रखा जाएगा।

- (ii) पृष्ठ 6751 पर स्तंभ 1 में "कागल" गांव के सामने सर्वे सं. "458" के सामने स्तंभ 3 में सबडिवीजन "1" के स्थान पर, सबडिवीजन "13" रखा जाएगा।
- (iii) पृष्ठ 6751 पर स्तंभ 1 में "कागल" गांव के सामने सर्वे सं. "434" के सामने स्तंभ 4,5 और 6 में क्षेत्रफल "0-56-78" के स्थान पर, निम्नलिखित रखा जाएगा।

सर्वे सं०	सब डिवीजन सं०	क्षेत्रफल		
		हे.	आर.	स्क्वेअर मी.
434	8अ	0	29	93
434	8ब	0	12	85
434	7	0	08	90
434	6/1	0	02	75
434	6/2	0	01	55
434	5	0	00	80

- (iv) पृष्ठ 6751 पर स्तंभ 1 में "कागल" गांव के सामने सर्वे सं. "415" के सामने स्तंभ 3 में सबडिवीजन "1" के सामने स्तंभ 4,5 और 6 के क्षेत्रफल "01-35-79" के स्थान पर नीचे दिये हुए सर्वे नं०, सबडिवीजन और क्षेत्रफल रखा जायेगा।

सर्वे सं०	सब डिवीजन सं०	क्षेत्रफल		
		हे.	आर.	स्क्वेअर मी.
415	1	0	37	20
415	2	0	21	00
415	3	0	26	40
415	4	0	23	00
415	5	0	28	19

- (v) पृष्ठ 6751 पर स्तंभ 1 में "कागल" गांव के सामने सर्वे सं. "408" के सामने स्तंभ 3 में सबडिवीजन "1" के स्थान पर "7" रखा जायेगा।

- (vi) पृष्ठ 6751 पर स्तंभ 1 में "कागल" गांव के सामने सर्वे सं. "409" के सामने स्तंभ 3 में सबडिवीजन "1" के सामने स्तंभ 4,5 और 6 के क्षेत्रफल "00-51-18" के स्थान पर नीचे दिये हुए सर्वे नं०, सबडिवीजन और क्षेत्रफल रखा जायेगा।

सर्वे सं०	सब डिवीजन सं०	क्षेत्रफल		
		हे.	आर.	स्क्वेअर मी.
409	1	0	20	80
409	2	0	01	00
409	3	0	02	00
409	4	0	04	60
409	7	0	01	80

409	8	8	03	60
409	9	0	03	00
409	10	0	03	30
409	13	0	04	68
409	14	0	04	00
409	15	0	02	70

4. (i) पृष्ठ 6758 पर स्तंभ 1 में "माद्याल" गांव के सामने गट सं. "1326" के स्थान पर क्षेत्रफल गट सं० "1236" रखा जाएगा।
- (ii) पृष्ठ 6758 पर स्तंभ 1 में "माद्याल" गांव के सामने गट सं. "1072" के सामने स्तंभ 4,5 और 6 के क्षेत्रफल "0-12-13" के स्थान पर क्षेत्रफल "0-18-63" रखा जाएगा।
5. (i) पृष्ठ 6761 पर स्तंभ 1 में "कसबा सांगाव" गांव के सामने गट सं. "227" के सामने स्तंभ 4,5 और 6 के क्षेत्रफल "0-78-95" के स्थान पर क्षेत्रफल "0-79-50" रखा जाएगा और सबडिवीजन स्तंभ 3 में "ब" रखा जायेगा।
- (ii) पृष्ठ 6762 पर स्तंभ 1 में "कसबा सांगाव" गांव के सामने गट सं. "238" के सामने स्तंभ 4,5 और 6 के क्षेत्रफल "0-00-94" के स्थान पर क्षेत्रफल "0-01-53" रखा जाएगा।
- iii) पृष्ठ 6762 पर स्तंभ 1 में "कसबा सांगाव" गांव के सामने गट क्रमांक "242" के सामने स्तंभ 4,5 और 6 के क्षेत्रफल "0-00-31" के स्थान पर क्षेत्रफल "0-09-45" रखा जायेगा।
- vi) पृष्ठ 6762 पर स्तंभ 1 में "कसबा सांगाव" गांव के सामने गट क्रमांक "251" के सामने स्तंभ 4,5 और 6 के क्षेत्रफल "0-18-31" के स्थान पर क्षेत्रफल "0-19-95" रखा जायेगा।
- v) पृष्ठ 6762 पर स्तंभ 1 में "कसबा सांगाव" गांव के सामने गट क्रमांक "250" के सामने स्तंभ 4,5 और 6 के क्षेत्रफल "0-48-98" के स्थान पर क्षेत्रफल "0-50-10" रखा जायेगा।
- vi) पृष्ठ 6762 पर स्तंभ 1 में "कसबा सांगाव" गांव के सामने गट क्रमांक "411" के सामने स्तंभ 4,5 और 6 के क्षेत्रफल "0-58-62" के स्थान पर नीचे दिये हुए गट नं., उपविभाग और क्षेत्रफल रखा जायेगा।

गट नं.	उपविभाग क्रमांक	क्षेत्रफल		
		हे.	आर.	स्क्वेअर मी.
411	अ/1	0	52	50
411	ब	0	02	40
411	क	0	11	42

[फा. सं. एल.-14014/35/02-जी.पी.-(भाग-II)]

स्वामी सिंह, निदेशक

New Delhi, the 12 May, 2003

S. O. 1430.— In exercise of the powers conferred by sub section(1) of section (3) of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Govt. hereby makes the following amendment in the notification of the Govt. of India in the Ministry of Petroleum and Natural Gas number S.O. 2287 dated 4th July 2002 published at pages 6763 to 6778 in part II section 3(ii) of the Gazette of India, dated 13th July 2002 namely :-

In Schedule to the said notification,-

- (1) at page 6765 as against village "Arjunwada" in column No.1 Gat No. "238" in column 2 for the area "0-01-29" in column No.4,5,6 the area "0-04-20" shall be substituted;
- (2) (i) at page 6767 as against village "Hamidwada" in column No.1 Gat No. "534" in column No.2 for the area "0-17-70" in column No.4,5,6 the area "0-18-85" shall be substituted;
(ii) at page 6767 as against village "Hamidwada" in column No.1 Gat No. "536" in column No.2 for the area "0-04-14" in column No.4,5,6 the area "0-05-65" shall be substituted;
(iii) at page 6768 as against village "Hamidwada" in column No.1 Gat No. "308" in column No.2 for the area "0-08-10" in column No.4,5,6 the area "0-16-82" shall be substituted;
- 3) (i) at page 6768 as against village "Kagal" in column No.1 Survey No. "497" in column No.2, subdivision No. "1" in column No. 3, the subdivision No. "2" shall be substituted;
(ii) at page 6768 as against village "Kagal" in column No.1 Survey No. "458" in column No.2, subdivision No. "1" in column No. 3, the subdivision No. "13" shall be substituted;

- (iii) at page 6769 as against village "Kagal" in column No.1 Survey No. "434" in column No.2, subdivision No. "1" in column No. 3, for the area "00-56-78" in column No. 4,5,6 shall be substituted as follows, namely:-

Survey No.	Sub division No.	Area of ROU		
		Hect.	Are	Sq.Mt.
434	8A	0	29	93
434	8B	0	12	85
434	7	0	08	90
434	6/1	0	02	75
434	6/2	0	01	55
434	5	0	00	80

- (iv) at page 6769 as against village "Kagal" in column No.1 survey No. "415" in column No.2, subdivision No.1 in column No.3, for the area "1-35-79" in column No.4,5,6 shall be substituted as follows, namely:-

Survey No.	Sub division No.	Area of ROU		
		Hect.	Are	Sq.Mt.
415	1	0	37	20
415	2	0	21	00
415	3	0	26	40
415	4	0	23	00
415	5	0	28	19

- (v) at page 6769 as against village "Kagal" in column No.1 Survey No. "408 " in column No.2, subdivision No. "1" in column No. 3, the subdivision No. "7" shall be substituted;

- (vi) at page 6769 as against village "Kagal" in column No.1 Survey No. "409" in column No.2, subdivision No. "1" in column No. 3, for the area "0-51-18" shall be substituted as follows, namely:-

Survey No.	Sub division No.	Area of ROU		
		Hect.	Are	Sq.Mt.
409	1	0	20	80
409	2	0	01	00
409	3	0	02	00
409	4	0	04	60
409	7	0	01	80
409	8	0	03	60
409	9	0	03	00
409	10	0	03	30
409	13	0	04	68
409	14	0	04	00
409	15	0	02	70

- 4) (i) **at** page 6774 as against village "Madhyal" in column No.1 Gat No. "1326" in column No.2, the Gat No. "1236" shall be substituted;
- (ii) **at** page 6774 as against village "Madhyal" in column No.1 Gat No. "1072" in column No.2 for the area "0-12-13" in column No.4,5,6 the area "0-18-63" shall be substituted;
- (5) (i) **at** page 6776 as against village "Kasba- Sangaon" in column No.1 Gat No. "227" in column No.2 for the area "0-78-95" in column No.4,5,6 the sub division No. "B" in column No. 3 & the area "0-79-50" shall be substituted;
- (ii) **at** page 6777 as against village "Kasba -Sangaon" in column No.1 Gat No. "238" in column No.2 for the area "0-00-94" in column No.4,5,6 the area "0-01-53" shall be substituted;
- (iii) **at** page 6777 as against village "Kasba -Sangaon" in column No.1 Gat No. "242" in column No.2 for the area "0-00-31" in column No.4,5,6 the area "0-09-45" shall be substituted;
- (iv) **at** page 6777 as against village "Kasba -Sangaon" in column No.1 Gat No. "251" in column No.2 for the area "0-18-31" in column No.4,5,6 the area "0-19-95" shall be substituted;
- (v) **at** page 6777 as against village "Kasba -Sangaon" in column No.1 Gat No. "250" in column No.2 for the area "0-48-98" in column No.4,5,6 the area "0-50-10" shall be substituted;

(vi) at page 6777 as against village "Kasba -Sangaon" in column No.1 Gat No. "411" in column No.2 for the area "0-58-65" in column No.4,5,6 shall be substituted as follows,namely:-

Gat No.	Sub division No.	Area of ROU		
		Hect.	Are	Sq.Mt.
411	A/1	0	52	50
411	B	0	02	40
411	C	0	11	42

[No. L-14014/35/02-G.P.-(Part II)]

SWAMY SINGH, Director

नई दिल्ली, 13 मई, 2003

व का. आ. 1431.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि राजस्थान राज्य में धन्डेवाला-गमनेवाला आराएसईबी-रामगढ़, जैसलमेर पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रति साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, बी/21/ए, शिव मार्ग, बनी पार्क, जयपुर - 302 016 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
जिला	तहसील	ग्राम	खसरा नं.	उपयोग का अधिकार के लिये अर्जित भूमि हेक्टेअर में
	ख	ग	घ	ङ
जैसलमेर	रामगढ(द्वितीय) उपनिवेश	रामगढ	4423	3.1200
			4425	0.2880
			4424	0.0480
			4426	0.0960
			4427	0.6000
			4428	0.1200
			4429	2.4000
			रास्ता	0.0960
			4473	0.5040
			4478	1.2720
			4478	0.6720
			4430	0.1920
			रास्ता	0.1920
			4479	0.8640
			4481	3.6000
			4482	0.2400
			3836	0.0960
			3835	2.6400
			3844	0.2160
			3845	0.2880
			3834	0.1440
			3831	0.1680
			3830	1.8720
			3820	1.8720
			3821	1.8240
			3807	0.0720
			3782	1.5360

	ख	ग	घ	ङ
जैस्ममेर	शमभट (द्वितीय) उपनिवेश।	शमभट	3792	0.0240
			3805	0.0240
			3806	0.2400
			3796	0.1200
			3797	3.4560
			3743	0.0240
			3750	0.1200
			3744	0.3840
			3795	0.0240
			3665/5173	0.2880
			3744/5170	0.2880
			3745	2.7360
			रास्ता	0.0720
			3733	0.3600
			3732	1.2000
			3731	3.3120
			3706	0.9120
			3709	3.6960
			3708	0.4800
			3523	3.8400
			रास्ता	0.0480
			3524	0.2280
			Way	0.0720
			3501	0.0360
			3525	0.0960
			3502/5165	3.2160
			रास्ता	0.0960
			3503	1.8720
			3504/5164	1.6800
			3519	3.0720
			रास्ता	0.0960

	ख	ग	घ	ङ
जैसलमेर	रामगढ (द्वितीय) उपनिवेश	रामगढ	3533	0.0720
			3520	0.4800
			3534	0.0480
			3507/5162	0.3360
			3518	0.2880
			3547/5161	0.3360
			3555	0.1920
			3555(नहर)	1.7760
			3556(नहर)	1.2480
			योग	61.9200
		3-4 बी०आर०एम०	153/29	0.9840
			28	0.0240
			21	0.2400
			20	1.7760
			12	0.4320
			15	1.5360
			3	0.8400
			2	1.1280
			133/58	1.1520
			57	0.8160
			49	1.4880
			132/56	0.5280
			48	1.6800
			47	0.3840
			योग	13.0080
		6 बी०टी०एम	132/39	1.8720
			38	0.1920
			31	0.0480
			30	1.8960
			29	0.0960
			22	0.0960

	ख	ग	घ	ङ
स्वर्जसलमेर	रामठाड (द्वितीय) 6 बी०टी०एम० उप निवेश।		21	1.9440
			20	0.0960
			13	0.1200
			12	1.9440
			11	0.0480
			4	0.1440
			3	1.8960
			2	0.0480
			112/59	0.1920
			58	1.5600
			50	1.4160
			49	0.2160
			42	0.0240
			41	1.7520
			33	1.1760
			योग	16.7760
		7 बी०टी०एम०	111/40	0.5520
			32	1.7520
			24	0.8400
			23	0.8640
			15	1.7520
			7	0.4320
			6	1.3440
			योग	7.5360
		8- बी०टी०एम०	91/62	1.8000
			61	0.3600
			53	1.8240
			योग	3.9840
		6- एन०टी०एम०	91/52	0.2880
			44	1.8480
			43	0.2400

	ख	ग	घ	ङ
जैसलमेर	रामगढ (द्वितीय) उपमिक्श	6- रान.टी.राम	36	0.0240
			35	1.9200
			34	0.1920
			योग	4.5120
		7,9 एनटीएम	91/27	0.0240
			26	1.9440
			25	0.1680
			18	0.0480
			17	1.7520
			90/24	0.7680
			16	1.1280
			योग	5.8320
		10- एनटीएम	90/15	1.3920
			7	0.4560
			6	1.8240
			70/62	0.4320
			61	1.4880
			53	1.3920
			52	0.3120
			45	0.0240
			44	1.7760
			36	0.8640
			35	1.1520
			27	0.8400
			26	1.4400
			18	0.5040
			17	1.8240
			69/24	0.0240
			योग	15.7440
		गमनेवाला	330	0.2400
			339	3.9120

	ख	ग	घ	ङ
जैसलमेर	शमशद (द्वितीय) उपनिवेश	गमनेवाला	346	0.4080
			49/62	1.6320
			49/61	0.7200
			53	1.2720
			52	1.0560
			44	0.9120
			43	1.3920
			35	0.6000
			228/59	1.5360
			228/51	1.6320
			228/43	0.7200
			228/44	0.9120
			228/36	1.6320
			228/28	1.6320
			228/20	0.6240
			228/21	1.0080
			228/13	0.9600
			योग	22.8000
		6,7 जी०डब्लू०एम०	49/34	1.7040
			26	0.3360
			25	1.8720
			17	0.0960
			48/32	0.1200
			24	1.6320
			16	1.5600
			48/15	0.0240
			48/8	0.3360
			योग	7.6800
		8 जी०डब्लू०एम०	48/7	1.3200
			28/63	1.6560
			28/55	0.9120

	ख	ग	घ	ङ
जैसलमेर	रामठाट (द्वितीय) उपनिवेश	8 जी० डब्लू० एम०	28/54	0.6720
			28/46	1.6800
			योग	6.2400
		9 जी० डब्लू० एम०	28/38	1.5360
			28/30	1.5360
			28/22	1.5360
			28/14	1.5360
			28/6	1.3920
			28/5	0.1440
			8/61	0.4800
			8/62	1.0560
			8/53	1.7280
			8/54	0.1440
			8/45	1.0080
			योग	12.0960
		10 जी० डब्लू० एम०	8/44	0.8160
			8/36	1.5840
			8/28	1.5840
			योग	3.9840
		11 जी० डब्लू० एम०	8/20	1.0560
			8/19	0.5040
			8/12	0.0240
			8/11	1.5600
			8/3	1.5360
			योग	4.6800
			कुल योग	186.7920

[फा. सं. एल.-14014/6/03-जी.पी.]

रामाजी सिंह, निदेशक

New Delhi, the 13 May, 2003

S.O. 1431.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Dhandewala-Garnnewala RSEB-Ramgarh, Jaisalmer pipeline project in the State of Rajasthan, a pipeline should be laid by the GAIL (India) Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, GAIL (India) Limited, B/21/A, Shiv Marg, Bani Park, Jaipur – 302 016 (Rajasthan).

SCHEDULE				
DISTT.	TEHSIL	VILLAGE	SURVEY NO.	LAND TO BE ACQUITRED FOR ROU IN HECT.
A	B	C	D	E
JAISALMER	RAMGARH-II COLONISATION	RAMGARH	4423	3.1200
			4425	0.2880
			4424	0.0480
			4426	0.0960
			4427	0.6000
			4428	0.1200
			4429	2.4000
			Way	0.0960
			4473	0.5040
			4478	1.2720

A	B	C	D	E
			4478	0.6720
			4430	0.1920
			Way	0.1920
			4479	0.8640
			4481	3.6000
			4482	0.2400
			3836	0.0960
			3835	2.6400
			3844	0.2160
			3845	0.2880
			3834	0.1440
			3831	0.1680
			3830	1.8720
			3820	1.8720
			3821	1.8240
			3807	0.0720
			3782	1.5360
			3792	0.0240
			3805	0.0240
			3806	0.2400
			3796	0.1200
			3797	3.4560
			3743	0.0240
			3750	0.1200
			3744	0.3840
			3795	0.0240
			3665/5173	0.2880
			3744/5170	0.2880
			3745	2.7360
			WAY	0.0720
			3733	0.3600

A	B	C	D	E
			3732	1.2000
			3731	3.3120
			3706	0.9120
			3709	3.6960
			3708	0.4800
			3523	3.8400
			Way	0.0480
			3524	0.2280
			Way	0.0720
			3501	0.0360
			3525	0.0960
			3502/5165	3.2160
			Way	0.0960
			3503	1.8720
			3504/5164	1.6800
			3519	3.0720
			Way	0.0960
			3533	0.0720
			3520	0.4800
			3534	0.0480
			3507/5162	0.3360
			3518	0.2880
			3547/5161	0.3360
			3555	0.1920
			3555(Canal)	1.7760
			3556(Canal)	1.2480
			TOTAL	61.9200
		3-4 BRM	153/29	0.9840
			28	0.0240
			21	0.2400
			20	1.7760
			12	0.4320
			15	1.5360

A	B	C	D	E
			3	0.8400
			2	1.1280
			133/58	1.1520
			57	0.8160
			49	1.4880
			132/56	0.5280
			48	1.6800
			47	0.3840
			TOTAL	13.0080
		6- BTM	132/39	1.8720
			38	0.1920
			31	0.0480
			30	1.8960
			29	0.0960
			22	0.0960
			21	1.9440
			20	0.0960
			13	0.1200
			12	1.9440
			11	0.0480
			4	0.1440
			3	1.8960
			2	0.0480
			112/59	0.1920
			58	1.5600
			50	1.4160
			49	0.2160
			42	0.0240
			41	1.7520
			33	1.1760
			TOTAL	16.7760
		7- BTM	111/40	0.5520
			32	1.7520

A	B	C	D	E
			24	0.8400
			23	0.8640
			15	1.7520
			7	0.4320
			6	1.3440
			TOTAL	7.5360
		8- BTM	91/62	1.8000
			61	0.3600
			53	1.8240
			TOTAL	3.9840
		6- NTM	91/52	0.2880
			44	1.8480
			43	0.2400
			36	0.0240
			35	1.9200
			34	0.1920
			TOTAL	4.5120
		7, 9- NTM	91/27	0.0240
			26	1.9440
			25	0.1680
			18	0.0480
			17	1.7520
			90/24	0.7680
			16	1.1280
			TOTAL	5.8320
		10- NTM	90/15	1.3920
			7	0.4560
			6	1.8240
			70/62	0.4320
			61	1.4880
			53	1.3920
			52	0.3120

A	B	C	D	E
			45	0.0240
			44	1.7760
			36	0.8640
			35	1.1520
			27	0.8400
			26	1.4400
			18	0.5040
			17	1.8240
			69/24	0.0240
			TOTAL	15.7440
		GAMNEWALA	330	0.2400
			339	3.9120
			346	0.4080
			49/62	1.6320
			49/61	0.7200
			53	1.2720
			52	1.0560
			44	0.9120
			43	1.3920
			35	0.6000
			228/59	1.5360
			228/51	1.6320
			228/43	0.7200
			228/44	0.9120
			228/36	1.6320
			228/28	1.6320
			228/20	0.6240
			228/21	1.0080
			228/13	0.9600
			TOTAL	22.8000
		6, 7- GWM	49/34	1.7040
			26	0.3360
			25	1.8720

A	B	C	D	E
			17	0.0960
			48/32	0.1200
			24	1.6320
			16	1.5600
			48/15	0.0240
			48/8	0.3360
			TOTAL	7.6800
		8- GWM	48/7	1.3200
			28/63	1.6560
			28/55	0.9120
			28/54	0.6720
			28/46	1.6800
			TOTAL	6.2400
		9- GWM	28/38	1.5360
			28/30	1.5360
			28/22	1.5360
			28/14	1.5360
			28/6	1.3920
			28/5	0.1440
			8/61	0.4800
			8/62	1.0560
			8/53	1.7280
			8/54	0.1440
			8/45	1.0080
			TOTAL	12.0960
		10- GWM	8/44	0.8160
			8/36	1.5840
			8/28	1.5840
			TOTAL	3.9840
		11- GWM	8/20	1.0560
			8/19	0.5040

A	B	C	D	E
			8/12	0.0240
			8/11	1.5600
			8/3	1.5360
			TOTAL	4.6800
			G. TOTAL	186.7920

[No. L-14014/6/03-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 14 मई, 2003

का. आ. 1432.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएन्स इंडस्ट्रीज लिमिटेड जो मैसर्स गैस ट्रांसपोर्टेशन एन्ड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संवर्धक कम्पनी है के गोवा और आन्ध्रप्रदेश में संरचनाओं से कर्नाटक राज्य के बिजापुर जिले में विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार ने भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मन्त्रालय की अधिसूचना संख्या का. आ. 1150 तारीख 1 अप्रैल, 2002 जो भारत के राजपत्र के भाग 2, खंड 3, उपखंड (ii) तारीख 6 अप्रैल 2003 में प्रकाशित की गई थी, द्वारा उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाक्षेत्र अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम : खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवन् है, उस तारीख से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन जारी की गई इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाने के लिए, श्री गोखले काशीनाथ, सक्षम प्राधिकारी, जी.टी.आई.सी.एल. आईवान-ई-शाही एरिया, गुलबर्गा-585 101 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची 3 (1)							
तालुका इंद्री		जिला बिजपुर			राज्य कर्नाटक		
अ. क्र.	गांव का नाम	सर्वे नं.	हिस्सा नं.	मट नं.	क्षेत्र		
					हेक्टेर	आर	सेंटीमीटर
1	2	3	4	5	6	7	8
1	बडपण	297	2		0	05	30
		475	2B		0	17	90
	कुल				0	23	20
2	मरपुर	45			0	15	10
		43			0	85	00
	कुल				1	00	10

[फा. सं. एल.-14014/22/02-जी.पी.]
स्वामी सिंह, निदेशक

New Delhi, 14th May, 2003

S. O. 1432.— Whereas it appears to the Central Government that it is necessary in the public interest for the Transportation of the Natural Gas from exploration blocks in the Northern/Southern offshore Goa and Structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Bijapur in the state of Karnataka, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas the Central Government has declared its intention to acquire the right of user vide notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1150 dated: 1st April, 2002 published in part II Section 3, Sub - section (ii) of the Gazette of India dated the 6th April, 2002;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user (ROU) in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub - section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the notification issued under sub - section (1) of section (3) of the said Act, are made available to the general public, object in writing to the pipeline under the land to Shri. Gokhale Kashinath, Competent Authority GTICL, Pipeline Project, Ajiwan - E - Shahi Area Gulbarga - 585 102, Karnataka State.

SCHEDULE - 3(1)							
Taluka - Indi		District - Bijapur			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
1	Chadchan	297	2		0	05	30
		475	2B		0	17	90
	Total: -				0	23	20
2	Margur	45			0	15	10
		43			0	85	00
	Total: -				1	00	10

[No. L-14014/22/02-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 14 मई, 2003

का. आ. 1433.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 06 अप्रैल, 2002 में पृष्ठ 3362 से 3371 तक प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 1150, तारीख 01 अप्रैल, 2002 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में :-

1. पृष्ठ 3363 पर, स्तंभ 2 में गांव "चडचण" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "299" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-82-50" के स्थान पर, क्षेत्रफल "0-82-80" रखा जाएगा ;
2. पृष्ठ 3363 पर, स्तंभ 2 में गांव "चडचण" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "319/1, 319/2" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-74-20" के स्थान पर, क्षेत्रफल "0-74-40" रखा जाएगा ;
3. पृष्ठ 3363 पर, स्तंभ 2 में गांव "चडचण" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "388/1, 388/2, 388/3, 388/4" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-54-80" के स्थान पर, क्षेत्रफल "0-57-20" रखा जाएगा ;
4. पृष्ठ 3363 पर, स्तंभ 2 में गांव "चडचण" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "378/1ए1, 378/1ए2, 378/1बी, 378/2" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-07-80" के स्थान पर, क्षेत्रफल "0-08-20" रखा जाएगा ;
5. पृष्ठ 3364 पर, स्तंभ 2 में गांव "चडचण" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "355/1ए, 355/1बी, 355/2ए, 355/2बी1" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-88-10" के स्थान पर, क्षेत्रफल "0-88-20" रखा जाएगा ;
6. पृष्ठ 3364 पर, स्तंभ 2 में गांव "चडचण" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "472/3ए, 472/3बी, 472/2, 472/1" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-31-50" के स्थान पर, क्षेत्रफल "0-33-60" रखा जाएगा ;
7. पृष्ठ 3364 पर, स्तंभ 2 में गांव "चडचण" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "29" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-25-80" के स्थान पर, क्षेत्रफल "0-27-60" रखा जाएगा ;

8. पृष्ठ 3365 पर, स्तंभ 2 में गांव "हाविनाल" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "239/1ए" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-30-60" के स्थान पर, क्षेत्रफल "0-31-80" रखा जाएगा ;
9. पृष्ठ 3365 पर, स्तंभ 2 में गांव "हाविनाल" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "180" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-16-80" के स्थान पर, क्षेत्रफल "0-23-10" रखा जाएगा ;
10. पृष्ठ 3365 पर, स्तंभ 2 में गांव "हाविनाल" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "173/1ए, 173/1बी" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-05-50" के स्थान पर, क्षेत्रफल "0-06-20" रखा जाएगा ;
11. पृष्ठ 3365 पर, स्तंभ 2 में गांव "हाविनाल" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "165" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-13-20" के स्थान पर, क्षेत्रफल "0-15-70" रखा जाएगा ;
12. पृष्ठ 3365 पर, स्तंभ 2 में गांव "हाविनाल" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "163/1" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-23-80" के स्थान पर, क्षेत्रफल "0-24-00" रखा जाएगा ;
13. पृष्ठ 3366 पर, स्तंभ 2 में गांव "हाविनाल" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "98" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-64-50" के स्थान पर, क्षेत्रफल "0-74-40" रखा जाएगा ;
14. पृष्ठ 3366 पर, स्तंभ 2 में गांव "हत्तलि" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "160/1, 160/2" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-19-40" के स्थान पर, क्षेत्रफल "0-19-80" रखा जाएगा ;
15. पृष्ठ 3366 पर, स्तंभ 2 में गांव "हत्तलि" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "153/2" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-11-80" के स्थान पर, क्षेत्रफल "0-16-50" रखा जाएगा ;
16. पृष्ठ 3367 पर, स्तंभ 2 में गांव "तद्धेवोडी" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "216/1, 216/2, 216/3, 216/4ए, 216/4बी" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-56-50" के स्थान पर, क्षेत्रफल "0-62-50" रखा जाएगा ;
17. पृष्ठ 3368 पर, स्तंभ 2 में गांव "तद्धेवोडी" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "212" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-27-10" के स्थान पर, क्षेत्रफल "0-31-50" रखा जाएगा ;
18. पृष्ठ 3368 पर, स्तंभ 2 में गांव "तद्धेवोडी" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "209" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-24-30" के स्थान पर, क्षेत्रफल "0-25-50" रखा जाएगा ;
19. पृष्ठ 3368 पर, स्तंभ 2 में गांव "तद्धेवोडी" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "160" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-22-70" के स्थान पर, क्षेत्रफल "0-25-20" रखा जाएगा ;

20. पृष्ठ 3368 पर, स्तंभ 2 में गांव "तद्धेवोडी" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "134" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-43-00" के स्थान पर, क्षेत्रफल "0-47-00" रखा जाएगा ;
21. पृष्ठ 3368 पर, स्तंभ 2 में गांव "तद्धेवोडी" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "225/बी1, 225बी2" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-08-80" के स्थान पर, क्षेत्रफल "0-09-60" रखा जाएगा ;
22. पृष्ठ 3368 पर, स्तंभ 2 में गांव "तद्धेवोडी" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "144/1, 144/2, 144/3, 144/4," के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-49-60" के स्थान पर, क्षेत्रफल "0-63-00" रखा जाएगा ;
23. पृष्ठ 3369 पर, स्तंभ 2 में गांव "मरगूर" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "89/1, 89/2ए, 89/2बी, 89/2सी, 89/3" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-30-80" के स्थान पर, क्षेत्रफल "0-34-50" रखा जाएगा ;
24. पृष्ठ 3369 पर, स्तंभ 2 में गांव "धूलखेड" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "145/1ए, 145/1बी, 145/2ए" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-21-00" के स्थान पर, क्षेत्रफल "0-40-40" रखा जाएगा ;
25. पृष्ठ 3370 पर, स्तंभ 2 में गांव "चणेगांव" के सामने, स्तंभ सं. 3,4 के सर्वे नं. "192" के सामने स्तंभ सं. 6,7 और 8 में क्षेत्रफल "0-48-20" के स्थान पर, क्षेत्रफल "0-48-60" रखा जाएगा ;

[फा. सं. एल.-14014/22/02-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, 14th May, 2003

S. O. 1433.— In exercise of the powers conferred by sub-section (I) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S. O. 1150 Dated 1st April, 2002, published at pages 3371 - 3380 in part II, section 3, sub-section (ii) of the Gazette of India, Dated the 6th April, 2002, namely: -

In the Schedule to the said notification:—

1. At page 3372, against village "Chadchan" in column 2, in Survey No. "299" in column 3, 4, for the areas "0-82-50", in column 6, 7, and 8 the areas "0-82-80" shall be substituted.
2. At page 3372, against village "Chadchan" in column 2, in Survey No. "319/1, 319/2" in column 3, 4, for the areas "0-74-20", in column 6, 7, and 8 the areas "0-74-40" shall be substituted.
3. At page 3372, against village "Chadchan" in column 2, in Survey No. "388/1, 388/2, 388/3, 388/4" in column 3, 4, for the areas "0-54-50", in column 6, 7,

and 8 the areas "0-57-20" shall be substituted.

4. At page 3372, against village "Chadchan" in column 2, in Survey No. "378/1A1 378/1A2, 378/1B, 378/2" in column 3, 4, for the areas "0-07-80", in column 6, 7, and 8 the areas "0-08-20" shall be substituted.
5. At page 3373, against village "Chadchan" in column 2, in Survey No. "355/1A, 355/1B, 355/2A, 355/2B1" in column 3, 4, for the areas "0-88-10", in column 6, 7, and 8 the areas "0-88-20" shall be substituted.
6. At page 3373, against village "Chadchan" in column 2, in Survey No. "472/3B, 472/3A, 472/2, 472/1" in column 3, 4, for the areas "0-31-50", in column 6, 7, and 8 the areas "0-33-60" shall be substituted.
7. At page 3373, against village "Chadchan" in column 2, in Survey No. "29" in column 3, 4, for the areas "0-25-80", in column 6, 7, and 8 the areas "0-27-60" shall be substituted.
8. At page 3374, against village "Havinal" in column 2, in Survey No. "239/1A" in column 3, 4, for the areas "0-30-60", in column 6, 7, and 8 the areas "0-31-80" shall be substituted.
9. At page 3374, against village "Havinal" in column 2, in Survey No. "180" in column 3, 4, for the areas "0-16-80", in column 6, 7, and 8 the areas "0-23-10" shall be substituted.
10. At page 3374, against village "Havinal" in column 2, in Survey No. "173/1A, 173/1B" in column 3, 4, for the areas "0-05-50", in column 6, 7, and 8 the areas "0-06-20" shall be substituted.
11. At page 3374, against village "Havinal" in column 2, in Survey No. "165" in column 3, 4, for the areas "0-13-20", in column 6, 7, and 8 the areas "0-15-70" shall be substituted.
12. At page 3374, against village "Havinal" in column 2, in Survey No. "163/1" in column 3, 4, for the areas "0-23-80", in column 6, 7, and 8 the areas "0-24-00" shall be substituted.
13. At page 3375, against village "Havinal" in column 2, in Survey No. "98" in column 3, 4, for the areas "0-64-50", in column 6, 7, and 8 the areas "0-74-40" shall be substituted.
14. At page 3375, against village "Hathaili" in column 2, in Survey No. "160/1, 160/2" in column 3, 4, for the areas "0-19-40", in column 6, 7, and 8 the areas "0-19-80" shall be substituted.

15. At page 3375, against village "Hathalli" in column 2, in Survey No. "153/2" in column 3, 4, for the areas "0-11-80", in column 6, 7, and 8 the areas "0-16-50" shall be substituted.
16. At page 3376 and 3377, against village "Taddewadi" in column 2, in Survey No. "216/1, 216/2, 216/3, 216/4A, 216/4B" in column 3, 4, for the areas "0-56-50", in column 6, 7, and 8 the areas "0-62-50" shall be substituted.
17. At page 3377, against village "Taddewadi" in column 2, in Survey No. "212" in column 3, 4, for the areas "0-27-40", in column 6, 7, and 8 the areas "0-31-50" shall be substituted.
18. At page 3377, against village "Taddewadi" in column 2, in Survey No. "209" in column 3, 4, for the areas "0-24-30", in column 6, 7, and 8 the areas "0-25-50" shall be substituted.
19. At page 3377, against village "Taddewadi" in column 2, in Survey No. "160" in column 3, 4, for the areas "0-22-70", in column 6, 7, and 8 the areas "0-25-20" shall be substituted.
20. At page 3377, against village "Taddewadi" in column 2, in Survey No. "134" in column 3, 4, for the areas "0-43-00", in column 6, 7, and 8 the areas "0-47-00" shall be substituted.
21. At page 3377, against village "Taddewadi" in column 2, in Survey No. "225/B1, 225/B2" in column 3, 4, for the areas "0-08-80", in column 6, 7, and 8 the areas "0-09-60" shall be substituted.
22. At page 3377, against village "Taddewadi" in column 2, in Survey No. "144/1, 144/2, 144/3, 144/4" in column 3, 4, for the areas "0-49-60", in column 6, 7, and 8 the areas "0-63-00" shall be substituted.
23. At page 3378, against village "Margur" in column 2, in Survey No. "89/1, 89/2A, 89/2B, 89/2C, 89/3" in column 3, 4, for the areas "0-30-80", in column 6, 7, and 8 the areas "0-34-50" shall be substituted.
24. At page 3379, against village "Dhulkhed" in column 2, in Survey No. "145/1A, 145/1B, 145/2A" in column 3, 4, for the areas "0-21-00", in column 6, 7, and 8 the areas "0-40-40" shall be substituted.
25. At page 3379, against village "Chanegaon" in column 2, in Survey No. "192" in column 3, 4, for the areas "0-48-20", in column 6, 7, and 8 the areas "0-48-60" shall be substituted.

[No. L-14014/22/02-G.P.]
SWAMY SINGH, Director

कोयला मंत्रालय

नई दिल्ली, 14 मई, 2003

आदेश

का. आ. 1434.— कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (i) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ.964 तारीख 11 मार्च, 2002 के भारत के राजपत्र भाग - 2, खंड 3, उपखण्ड (ii) तारीख 16 मार्च, 2002 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि (जिन्हें इसमें इसके पश्चात् उक्त भूमि कहा गया है) में या उस पर के अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (i) के अधीन सभी विल्लंगमों से मुक्त आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए हैं ;

और केन्द्रीय सरकार का समाधान हो गया है, कि वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर (जिसे इसमें इसके पश्चात् सरकारी कम्पनी कहा गया है) ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना ठीक से, अनुपालन करने के लिए रजामंद है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा (ii) की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि इस प्रकार निहित भूमि और ऐसी भूमि में या उस पर के सभी अधिकार तारीख 16 मार्च, 2002 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कम्पनी में निहित हो जाएँगे, अर्थात् :-

1. सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिकर ब्याज नुकसानी और वैसी ही मदों की बाबत किए गए संदायों की केन्द्रीय सरकार की प्रतिपूर्ति करेगी ।
2. सरकारी कम्पनी द्वारा शर्त (i) के अधीन केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजनों के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय सरकारी कम्पनी वहन करेगी और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत, सभी व्यय भी सरकारी कम्पनी वहन करेगी ।
3. सरकारी कम्पनी, केन्द्रीय सरकार और उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार और उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी ।
4. सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ।
5. सरकारी कम्पनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएँ या अधिरोपित किए जाएँ, पालन करेगी ।

Ministry of Coal

New Delhi, 14th May, 2003

ORDER

S. O. 1434.— Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 964 dated the 11th March, 2002 in the Gazette of India, Part – II Section –3, Sub-section (ii), dated the 16th March, 2002 issued under sub- section (i) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and all rights in or over such lands, described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act.

And whereas the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (I) of section 11 of the said Act, the Central Government hereby direct, that the said lands and rights in or over the said lands, so vested, shall with effect from 16th March, 2002 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :-

- 1) The Government Company shall re-imburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
- 2) A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government company under conditions (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals etc., for or in connection with the rights, in or over the said lands, so vesting, shall also be borne by the Government company.
- 3) The Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said lands so vesting.
- 4) The Government company shall have no power to transfer the said lands to any other persons without the previous approval of the Central Government; and
- 5) The Government company shall abide by such direction and conditions as may be given or imposed by the Central Government for Particular areas of the said lands, as and when necessary.

[No. 43015/8/99-P.R./W.]
SANJAY BAHADUR] Dy. Secy.

श्रम मंत्रालय

नई दिल्ली, 21 अप्रैल, 2003

का.आ. 1435.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इण्डिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई नं. 2 के पंचाट (संदर्भ संख्या 40/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-04-03 को प्राप्त हुआ था।

[सं. एल-11012/7/97-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 21st April, 2003

S.O. 1435.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airports Authority of India and their workman, which was received by the Central Government on 21-04-03.

[No. L-11012/7/97-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT

S. N. SAUNDANKAR
PRESIDING OFFICER

Reference No. CGIT-2/40 of 1998.

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF AIRPORTS AUTHORITY
OF INDIA (IAD)

Aiports Authority of India (IAO)
The Airport Director, Mumbai Airport
Santacruz,
Bombay-400 099.

AND

THEIR WORKMEN

Airports Authority of India Mazdoor Sangh,
The General Secretary, 25/32, Ibrahim
Mansion, Dr. B.R. Ambedkar Road, Parel,
Mumbai-400 012.

APPEARANCES:

For the Employer : Mr. S.S. Patil &
Mr. A.S. Patil
Representatives

For the Workmen

: Mr. R.S. Sawant
Representatives

Mumbai Dated 28th January, 2003

AWARD

The Government of India Ministry of Labour by its Order No. L-11012/9/97/IR(M) dtd. 16-4-1998 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of Airport Authority of India in imposing two punishments on the workmen S/Shri M.S. Gaikwad, R.K. Mukherjee, P.S. Salvi, P.B. Manunkar and U.S. Sawant is justified? If not, to what relief the workmen are entitle to?”

2. Five workmen viz M.S. Gaikwad, P.K. Mukharji, P.S. Salvi, P.B. Mhamunkar and U-S. Sawant are in the employment of Air-Ports Authority of India and they are the members of Air Port Authority of India Mazdoor Sangh. By Statement of Claim (Exhibit-9) Mazdoor Sangh pleaded that the management had granted vehicle advance to the above stated workmen subject to terms and conditions, however they could not fulfil some conditions after receipt of advance granted to them and therefore the employer had initiated disciplinary action against them and based on that the employer imposed harsh and disproportionate punishment upon them which is not only irrational but against the rules and hence illegal. It is pleaded that under the rules, if the irregularity committed by the employee in respect of the scooter advance, the rule itself lays down punishment to recover full amount of advance together with penal interest there-on for violation of any of the conditions, however the employer in case of workman Gaikwad for breach of the condition, imposed penalty of stoppage of two increments with cumulative effect in addition to recovery of the advance amount in full with penal rate of interest by the order dtd. 11-5-90. In so far workman Mukherjee, by the order dtd. 26-2-90 employer imposed punishment in addition to penal interest, stoppage of one increment with cumulative effect and in case of workman Salvi, by the order dtd. 16-3-90 in addition to penal rate of interest, stoppage of four increments with cumulative effect was imposed and in case of workmen Mhamunkar and Sawant for breach of condition of advance, by the order dtd. 12-3-90 in addition to penal rate of interest and recovery of scooter advance in lumpsum, stoppage of two increments with cumulative effect by way of punishment was imposed. It is contended in the circular issued by Finance Department, punishment for irregularity if any committed by the employee in respect of the scooter advance was provided however, contrary to that, punishment as above was imposed which is patent error on the part of the employer and therefore the union

contended the punishment imposed is wholly illegal and consequently be set aside by given directions.

3. Management Airports Authority of India resisted the claim of Sangh by filing Written Statement (Exhibit-14) contending that the cause of the year 1989-90 was espoused before R.L.C.(C) Mumbai in 1997 i.e. after about 7 years, therefore the Sangh's claim suffers from delay and laches. It is averred that the workmen have no locus standi as the dispute espoused does not fall under section 2(k) of the Industrial Disputes Act. Management denied that the penalty imposed was irrational and illegal. According to the management in order to become an industrial dispute it has to be pointed out that the same has the support of substantial section of workmen concerned in the establishment and it is not sufficient that when the dispute espoused by the union has its membership of a substantial number of workmen and that it should be shown that substantial number of such workmen participated in or acted together and arrived at an understanding either by resolution or by any other means and collectively supported the dispute. Since no such exercise was made before espousing the case the reference under section 2K of the Act is bad in law. It is averred that the circular does not contain the rules governing the grant of advance for purchase of motor car, scooter, motor cycle. It is contended the rules provide that where the amount of advance is retained beyond a month in contravention of the conditions provided in the rules penal rate of interest shall be levied for the period in excess of one month at the rate decided by it. However in the case of workmen under reference not merely the amount of advance was retained beyond a month in contravention of the conditions laid down in the rules, but also retained the advance for period over months furnishing false certification in the application thereby not only violation of the provisions of the rules but also they committed 'misconduct' specified in the Regulation-27 applicable to the workmen and on this background the punishment imposed not only rational but fall within the para-meters of legal provisions. Management averred in details that in case of Mukherjee, he was working as operator (E&M) had applied for advance for purchase of old scooter from one Mr. Paresh S Raval but he did not purchase the same though amount received thereby he had not utilised the amount for the purpose for which it was sanctioned for a period of one year and that in case of Gaikwad during scrutiny it was found that, he had applied for advance to purchase old motorcycle from one Dehad whereas he had purchased the vehicle from R.B. Yennam thereby false information was given to the management thus violated the conditions of the order. Salvi had applied for advance for the purchase of new motorcycle which was sanctioned to him in the year 1988 but he did not furnish documents though opportunity was offered and that he purchased old motorcycle from one Girgol Fernandes and that Mhamunkar, (Fire Operator)

was granted advance Rs. 10,000 in the month of December '88 but he did not produce the relevant documents though sufficient opportunity given and that Sawant also acted in contravention to the rules and the regulations and therefore the management had imposed the punishment as above under Regulation-27 and that appeals preferred against the said punishment were turned down in the year 1990. It is pleaded under Regulation-4 every employee at all times required to maintain absolute integrity, devotion to duty becoming of an employee of the Airports Authority. However the workers under reference acted contrary to the rules and have gone to the extent of giving false certification and therefore the punishment imposed is legal and proper.

4. By Rejoinder (Exhibit-16) Sangh averred that there cannot be two penalties i.e. stoppage of increment with cumulative effect in addition to the recovery of advance in lumpsum with penal interest and from this point of view the punishment imposed by the employer is wholly illegal consequently reiterating the recitals in the Statement of Claim denied the averments in the written statement.

5. On the basis of the pleadings issues were framed at Exhibit-19 and in that context Secretary of the Sangh Shri R.S. Sawant filed affidavit in lieu of Examination in Chief (Exhibit-25) and that the Sangh closed oral evidence vide purshis (Exhibit-124). In rebuttal, Assistant Manager (Personnel) Mr. Harbir Singh filed affidavit in lieu of Examination-in-Chief (Ex-125) and relying on the evidence of Assistant Commissioner of Labour Mr. Baburao Trimbak Patil recorded in Ref. No. 2/82 1998 of which copy filed, management closed oral evidence vide purshis (Exhibit-126).

6. Sangh filed written submissions (Exhibit-127/130) alongwith copies of rulings and the management (Exhibit-129/131). On hearing the learned representatives for both sides, perusing the record as a whole and the written submissions, I record my findings on the following issues for the reasons stated below :

Issues	Findings
1. Does the union prove that substantial number of workmen collectively supported either by resolution or otherwise the industrial dispute to render the reference valid under section 2K of the Industrial Disputes Act of 1947 ?	No
2. Does the company prove that the reference is to be rejected as the claim suffers from laches ?	Yes.
2A. Does management prove that the order of reference dtd. 16-4-98 in so far as using the word 'imposing two punishments' on the workman is not proper ?	As per order below.

- | | |
|---|--|
| 3. Whether the action of the management of Airport Authority imposing two punishments to workmen Gaikwad, Mukherjee, Salvi, Mhamunkar and Sawant is justified ? | Action of the management of imposing punishment of stoppage of increments and directing the workmen to pay back full advance with penal rate of interest is fully justified. |
| 4. If not to what relief the workmen are entitled to ? | As per order below. |

REASONS

7. At the outset the Learned Representative for the Management Airports Authority of India Mr. Patil submitted that the Secretary of the Airports Authority of India Mazdoor Sangh Mr. R.S. Sawant in his cross-examination para 46/pg. 18 admitted that for the first time demand was espoused by the union before R.L.C.(C) on 15-2-97 and when asked why not raised the demand earlier he replied that there is no time limit in the Industrial Disputes Act which indicative to show that there was clear cut delay of 7 years. Mr. Patil inviting attention to the written submissions with force urged that just because no limit is provided to make the reference does not mean that the power can be exercised at any point of time by making reference of a stale dispute, relying on Nedungadi Bank Limited's case. At the same time the Learned Representative for the union Mr. Sawant contended that in case where the delay is shown to be existing the Labour Court dealing with the case can appropriately mould the relief as laid down in Ajaib Singh's case. In the case in hand scooter advance was sanctioned to the workman under reference in the year 1988-89 and that the management by the order in the year 1990 imposed punishment as mentioned in the schedules and that for the first time grievance on the said punishment was raised before the management and Labour Commissioner in the year 1997. Their Lordships of Supreme Court in Ajaib Singh V/s. The Shirhind Co-operative Marketing-cum-Processing Service Society Ltd & Anr. JT 1999 (3) SC 38 observed :

"The Act was brought on the statute book with the object to ensure social justice to both the employers and employees and advance the progress of industry. It is a piece of legislation providing and regulating the service conditions of the workers."

Recently in Indian Iron & Steel Co. Ltd. V/s. Prahlad Singh 2001 Supreme Court Cases (L&S) 239 Their Lordships of Apex Court observed :

"Whether relief can be declined on the ground of delay and laches, depends on the facts and

circumstances of each case. In this case the claim was made almost after a period of 13 years without any reasonable or justifying ground and there was nothing on record to explain this delay as held by the Tribunal. When the respondent did not make claim for 13 years without any justification and on merits also he had no case, the Tribunal did not rightly grant him any relief."

Their Lordships pointed out ground of delay is to be considered on the facts and circumstances of each case. In the case in hand there is delay of seven years. No explanation has been adduced on the delay so much as inordinate delay. Their Lordships condoned delay of more than seven years however in those cases explanation was furnished, however, here there is no explanation at all. Unexplained and inordinate delay as has occurred to my view, certainly the dispute which is stale could not be the subject matter of the reference under section 10 of the I.D. Act, hence issue No. 2 is answered in affirmative.

8. Assuming for a moment considering social object of the statute no reference can generally be questioned on the ground of delay alone and that relief can be moulded appropriately is concerned, management contended that the reference is bad under section 2K of the Industrial Disputes Act. The Learned Representative Mr. Patil urged that in order to become an individual dispute as an industrial dispute it has to be established that the same had the support of substantial section of the workmen concerned in the establishment. It must also be shown that they participated in or acted together and arrived at an understanding either by resolution or by any other means and collectively supported the Industrial dispute. He submits no such exercise was made before espousing the cause of the workmen therefore the union had no locus standi. Mr. Sawant challenged the same contending that special meeting of the members of the union was called and it was resolved unanimously authorising the General Secretary to raise the issue thereby, there was compliance in rendering the reference valid under section 2K of the Act. Assistant Commissioner of Labour/Deputy Registrar Trade Unions, Mumbai Mr. Baburao Trimbak Patil in his evidence recorded in CGIT-2/82 of 1998 vide (Exhibit-78) of which copy filed in this reference with (Exhibit-126) and the same is to be read as per the purshis filed by both the parties, disclosed that 133 workers were enrolled as the members of the union as on 31-12-97 and added that at the beginning of the year the number cannot be 133 as shown in the Annual Returns of the Union for the year 1997-98 (Ex-71/1 & 2) and that subscription started from the date of enrolment and that number of members as on 1-1-97 was zero. According to this witnesses admission fees if as per the Constitution clause (3)/Exhibit-71 had not appeared in the income side/pg.3 and that execution committee passed a resolution before taking up the cause of workers in Conciliation and for that the minutes book as well as the

membership register had to be continued. From the evidence of witness Mr. Patil union did not show the admission fee on the income side of the statement of Annual return though the same was leviable as per the Constitution of the Union. Annual Returns find irregularities in the enrolment of membership. It is seen union showed 66 members admitted during the year 1997. Then point arises why the amount towards entrance fees Rs. 330 was not shown on the income side when Rs. 5 entrance fees was collected. The meeting of the General Body is normally held once in a year and that according to Mr. Sawant the General Body could also pass Resolution for taking up the cases of workers in Conciliation. However no minute book of the concerned year showing the resolution was passed in the General Body Meeting and not in the Executive Committee Meeting, was produced. The minutes book is for the year 1996 (Exhibit-64/B) when the union was not registered. According to Mr. Patil it was registered on 21-1-97. Minutes Book produced show that at one place the members were present for the meeting held on 8-2-97 and at the second place mentioned the Special General Meeting was held on 8-2-97 wherein the resolution was said to have been passed. The discrepancy in respect of the nature of meetings creates doubt as there are no minutes of the meeting thereafter for the entire year of 1997. It is relevant to note that according to witness Mr. Patil admission fee as per clause-3 of the Constitution (Exhibit-71) is to be levied from the members however it does not find place in the income side of Annual return. So far the membership register for the year 1997 is concerned is not in continuity. It is not that members were not enrolled throughout the year. The membership started with Serial No. 351 instead with Serial No. 1 and the Union was registered on 21-1-97. On going through the membership register, minutes book on record (Exhibit-71) coupled with the cross-examination of Mr. R.A. Sawant in the light of the discussion supra, hardly can be said that substantial number of workers collectively supported either by resolution or otherwise the individual dispute to render the same valid under section 2K of the Industrial Disputes Act. Consequently dispute sponsored by the union cannot said to be collective dispute and hence issue No. 1 is answered in the negative.

9. Admittedly workmen Gaikwad, Mukherjee (operator) were sanctioned scooter advance Rs. 10,000/- in the year 1989, and Salvi, Mhamunkar, Sawant (Fire Operator) in the year 1988. Gaikwad had applied for advance to purchase old motorcycle from one Mr. Dehad whereas he had purchased the vehicle from one R.B. Yenam. According to the Assistant Manager (Personnel) Mr. Singh Gaikwad gave false information to the management and that the cash receipt for Rs. 12000/- was not indicating the date of purchase of vehicle and that though the advance amount was drawn in 1989 he submitted the documents on 22-3-90 i.e. after lapse of one year. He

disclosed that workman not only violated the conditions of the order but misused the advance amount for a period over ten months for the purpose other than for which it was sanctioned and that the Disciplinary Authority on scrutiny, by the order dated 11-5-90 imposed upon him punishment of withholding of two increments and that recovery of the advance amount was made with penal rate of interest under the regulation-27. In so far as Mukherjee (Operator E & M) Mr. Singh stated that he had applied for advance for the purchase of old scooter from one Prakash Raval but he did not purchase the same in 1989 and was sanctioned Rs. 10,000 which he had drawn on 1st March, 1989 and added that he was asked to produce relevant documents but he failed. Therefore he was charge-sheeted and that the Disciplinary Authority found that Mukherjee utilised the amount for the purpose other than for which it was sanctioned and that for this he apologised and considering the overall circumstances, he was directed to pay back the loan amount in full with penal rate of interest and under the regulation penalty of stoppage of one increment with cumulative effect was imposed upon him. Salvi (Fire Operator) had applied for advance for purchase of new Motorcycle and he was sanctioned Rs. 10,000 on 26th April, 1988. However, he purchased the old motor cycle from one Girgol Fernandes and submitted the documents on 21-2-90, thereby he misused the advance amount for the purpose other than for which it was sanctioned and furnished misinformation to the administration for which he was directed to pay back the loan amount in full with penal interest and penalty of stoppage of four increments was imposed upon him under the Regulations. Mr. Singh disclosed that Salvi had preferred appeal to the Appellate Authority however that was turned down. Mhamunkar (Fire Operator) had applied for advance for purchase of motorcycle and that he was sanctioned Rs. 10,000 on 6-12-88 which he drew on 20-12-88. He was asked to produce the relevant documents however he did not furnish hence disciplinary action was taken against him whereby he committed under the regulations. Consequently he was directed to pay back the advance amount with penal interest and the punishment of stoppage of two increments was imposed upon him and that appeal filed by him was also rejected. Sawant (Fire Operator) had applied for purchase of scooter which was sanctioned to him on 12-8-88, however, he did not produce the relevant documents though demanded by the memo for which disciplinary action was initiated therefore he was directed to pay back full advance amount with penal rate of interest and penalty of stoppage of two increments with cumulative effect was imposed under the regulations.

10. According to Mr. Singh rule provides that when the amount of advance is retained beyond the month in contravention of conditions provided in the rules, penal rate of interest shall be levied for the period in excess of

one month at the rate decided by the authority. However, the workman not merely retained the amount of advance beyond a month in contravention of the conditions laid down in the rules but retained the amount for a period of over ten months furnishing the false certification in the application which was not only violation of the provisions of the rules but also committed 'misconduct' specified in the regulations. Mr. Sawant is totally unaware on the facts disclosed by Mr. Singh. Mr. Sawant admits levying of penal interest is not a punishment as per the Disciplinary rules. In this context crucial point crops on as to whether directing workmen to pay back full advance amount with penal rate of interest and stoppage of increment amounts to imposing of two punishments.

11. The Learned Representative for the union Mr. Sawant as per the Circular of the Airport Authority dtd. 12-8-86 and the administrative manual stated that an employee who has received advance for purchase of motor car/motor cycle/scooter complete the purchase of and pays for the conveyance within one month from the date on which he draws advance whether the amount of advance is retained beyond a month penal rate of interest shall be levied for the period in excess of one month at the rate decided by the authority and urged with force that in the said circular/manual no other punishment is prescribed for irregularity committed by the employee in respect of scooter advance which he had accepted. He submits the terms and conditions incorporated in the sanction order in connection with the workmen under reference do not speak that violation of any conditions mentioned therein shall cause disciplinary action against that besides recovery of entire amount of advance with penal interest. However the management exceeding its limits in contravention of the sanction order, imposed punishment of recovery of advance with penal interest in addition to stoppage of increment is wholly unjustified. On the other hand the Learned Representative Mr. Patil inviting attention to the detailed written submissions (Exhibit-129) submitted that the punishments provided under the regulations are of two types i.e. major and minor and that punishment awarded to the work-persons was of minor nature. He submits that under the regulations applicable to the workmen under reference disciplinary action is provided which is not contemplated under the rules. Under the rule for breach of retaining advance beyond a month, penal rate of interest is to be levied for the period in excess of one month whereas under the Regulations point is to be considered whether the action for utilising the sanctioned amount falls within the purview of misconduct as defined in general parlance. He submits inviting chart of irregularities committed by the workman as shown in para 65 that the workmen not only retained the advance amount but furnished false certification in the application and in that context punishment of stoppage of increment considering the gravity of the misconduct, was imposed.

He urged with force that levying of penal interest is for breach of the conditions and for misconduct punishment of stoppage of increments has been imposed which are quite different and therefore two punishments were not imposed as incorrectly worded in the order of schedule dtd. 16-4-98.

12. So far the breach of conditions, the evidence of Mr. Singh has gone unchallenged. For breach of the said conditions penalty of recovery of full advance amount alongwith penal rate of interest has been levied. However so far false certification and non-compliance of the orders passed in the matter, which according to the management amounts to misconduct, punishment of stoppage of increment appears to have been imposed. As stated above, Mr. Sawant has rightly admitted that levying of penal interest is not a punishment under the Disciplinary regulations and therefore point crops on the punishment imposed on the misconduct. The Learned Representative for the union Mr. Sawant submits that rules granting advance themselves provide the consequences of breach of conditions, therefore there was no ground for initiating Disciplinary inquiry as the breach of the rules did not constitute misconduct and urged that stoppage of increments and levying penalty would expose the workmen to double jeopardy which is violative of constitution. He has relied on the decision in A.L. Kalara V/s. P & E Corpn. of India Ltd. 1984 LAB IC 961. In the case cited, the employee of a public sector Corporation was charged for not refunding the advance taken for House Building and of not returning within stipulated time for which he was removed from service after inquiry on the ground that the violation of the rules granting house building advance amounted to not maintaining absolute integrity and was found guilty of misconduct and that his entire salary was also withheld before initiating of the inquiry their Lordships in Judgement para 23 observed :

"Mr. Ramamurthi, Learned Counsel for the appellant further contended that the very initiation of the disciplinary inquiry and imposition of punishment of removal from service is thoroughly arbitrary and discloses a vindictive attitude on the part of the respondent Corporation. It was urged that the two heads of charges per se do not constitute any misconduct and they can be styled as trumped-up which even if held as proved would not render the appellant liable for any punishment. The two heads of charges have been extracted herein before Charge No. 1 refers to the drawal of a House Building Advance and failure to comply with the requisite rules prescribed for House Building Advance. According to the finding recorded by the inquiry officer, the failure of the appellant to refund the amount of advance to the respondent-Corporation within two months of the date of the drawal would be violative of the Rule 10(1)(c)(i) of the House

Building Advance Rules and it would constitute misconduct within the meaning of the expression in Rule 4(1)(iii) of 1975 Rules. Rule 10(1) provides that the advance shall be drawn in instalments as prescribed in various sub-clause. The relevant sub-clause in this case is sub. Cl. (c) which provides that "when advance is required partly for purchase of land and partly for constructing a single storeyed new house thereon; (i) not more than 20% of the sanctioned advance on execution by the applicant employee of an agreement in the required form for repayment of the advance. The amount will be payable to the applicant only for purchasing a developed plot of land on which construction can commence immediately, and sale deed in respect thereof be produced for the inspection of CPM/RM within two months of the date on which 20% of the advance is drawn or within such further time as the CPM/RM may allow in this behalf failing which the employee shall be liable to refund at once the entire amount to the Corporation together with interest thereon." A bare reading of the relevant rule will show that it provides for obtaining advance which in this case was taken for purchasing a plot. The inquiry officer accepts the evidence of Mr. Chugh that the appellant had negotiated with him for purchase of a plot but some dispute arose about some additional expenditure and the negotiations protracted over a period six months. Now para 1 sub-cl. (c) confers on CPM/RM power to extend the time for finalising the deal or call upon the employee to refund the entire amount and he is liable to pay interest thereon. "This is the only consequence of taking advance and failure to keep to the time schedule. The relevant rule is a self contained provision providing for the condition for grant of advance, time table for repayment and consequence of failure to keep to the time schedule. The House Building Advance was drawn on April 4, 1979. On November 13, 1979 the appellant was asked to refund the entire amount. Immediately on November 16, 1979 an order was made withholding the entire salary of the appellant. Even the inquiry officer was constrained to observe that the appellant was exposed to double jeopardy inasmuch as his salary as a while was withheld and he was being removed from service. It is also pertinent to note that the inquiry officer is not clear when he said that once the power to extend the time to repay the advance, is conferred and penal interest is charged, is any rule violated. This is not an attempt to reappreciate evidence in the case but the entire thing is being analysed to point out that the action apart from being arbitrary is motivated and unjust. If the rules for granting the advance themselves provided the consequence of the breach of conditions, it would

be idle to go in search of any other consequence by initiating any disciplinary action in that behalf unless the 1975 Rules specifically incorporate a rule that the breach of House Building Advances Rules would by itself constitute a misconduct. That is not the case here as will be presently pointed out. Seeking advance and granting the same under relevant rules, is at best a loan transaction. The transaction may itself provide for repayment and the consequence of failure to repay or to abide by the rules. That has been done in this case. Any attempt to go in search of a possible other consequence of breach of contract itself appears to be arbitrary and even motivated. However, the more serious infirmity in framing this head of charge is that according to the inquiry officer this failure to refund the advance within the time-frame in which it was sanctioned constitutes violation of Rule 4(1) (iii). Let us turn to the chargesheet drawn-up against the appellant. Under the first head of charge it was stated that the appellant was guilty of misconduct as prescribed in Rule 4(1)(i) and (iii). Rule 4(1)(i) provides that every employee shall at all times maintain absolute integrity. How did the question of integrity arise passes comprehension. The appellant applied for House Building Advance. The Inquiry Officer says that the appellant had negotiated with Mr. Chugh for purchase of a plot. There is not even negative evidence or evidence which may permit an inference that the House Building Advance was utilised for a purpose other than for which it was granted. Therefore Rule 4(1) (i) is not only attracted but no attempt was made before us to sustain it. And as far as Rule 4(1) (iii) is concerned, we fail to see how an advance not refunded in time where it was recovered by withholding the salary of a highly placed officer discloses a conduct unbecoming of a public servant. Therefore, the first head of charge is an eye-wash. It does not constitute a misconduct, if it can be said to be one even if it remains un rebutted. The inquiry officer has not said one word how the uncontroverted facts, constitute a conduct unbecoming of a public servant or he failed to maintain absolute integrity."

On going through the said ruling employee therein was given two punishments. In the case in hand, facts are quite different. So far as conditions workman was directed to refund the entire advance amount with penal rate of interest which is admittedly not a penalty and that punishment of stoppage of increment was imposed for the misconduct i.e. false certification in the application and non-compliance of the orders. Their Lordships of Supreme Court in *State of Punjab & Anr. v. Dalbir Singh & Ors.* reported in 2000 III CLR 566 held payment of penalty under the provisions of the Motor Vehicles Act would not

debar the employer from initiating departmental proceedings for the same misconduct and such proceedings cannot be held to be violation of Article 20 of the Constitution and in para 2 observed :

“In our view the payment of penalty under the provisions of the Motor Vehicles Act would not absolve the employee fully from all other liabilities nor would it debar the employer from initiating a departmental proceedings for the alleged misconduct of the concerned delinquent employee. Such initiation of a departmental proceedings by no stretch of imagination, can be held to be a violation of provision of Article 20 of the Constitution of India.”

Therefore going through the facts of the case relying on the decision in State of Punjab & Anr., hardly can be said that the action of the management of imposing punishment of stoppage of increment and directing the workmen to refund the advance with penal rate of interest are two punishments and therefore illegal and unjustified. In view of the position, the said action being fully justified, the claim of the union being devoid of substance, deserves to be dismissed and consequently the workmen under reference are not entitled to any relief. Issue No. ZA, 3 and 4 are answered accordingly and hence the order :—

ORDER

The action of the management of Airports Authority of India in imposing punishment of stoppage of increments and directing the workmen to pay back full advance amount with penal rate of interest is justified.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2003

का.आ. 1436.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2 मुम्बई के पंचाट (संदर्भ संख्या 2/29 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2003 को प्राप्त हुआ था।

[सं. एल-31011/21/2000-आई.आर. (एम)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 22nd April, 2003

S.O. 1436.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/29 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2 Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of Mumbai Port Trust and their workman, which was received by the Central Government on 21-4-03.

[No. L-31011/21/2000-IR(M)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT

S. N. SAUNDANKAR
PRESIDING OFFICER

Reference No. CGIT-2/29 of 2001.

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF MUMBAI PORT TRUST

Mumbai Port Trust

The Chairman

Mumbai 400 038.

AND

THEIR WORKMEN

The Secretary

Transport and Dock Workers Union

P.D. Mello Bhawan, Carnac Bunder

Mumbai

APPEARANCES:

For the Employer : Mr. Umesh Nabar, Advocate.

For the Workmen : Mr. S.R. Wagh, Advocate.

Mumbai Dated 10th February, 2003

AWARD-PART-I

The Government of India Ministry of Labour by its Order No. L-31011/21/2000/IR(M) dated 9-2-2001 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Mumbai Port Trust, Mumbai in terminating the service of Shri Babasahab Rayappa Waghmare, Shore Workers by way of dismissal from service w.e.f. 18-12-98 is legal and justified ? If not, what relief the workman is entitled to ?”

2. Workman Waghmare was in the employment of management MbPT as ‘A’ category Mazdoor. He was chargesheeted by the letter dtd. 10-2-98 alleging that on 14-2-94 when posted at New Sewree Warehouse in Second shift he was found in possession of stolen Electronic spare-parts weighing 2kg. approximately valued for Rs. 4000 belonging to Port Trust. He was also consequently chargesheeted by Sewree Police Station. It is averred, according to management the said act on the part of the workman amounts to misconduct under the Mumbai Port

Trust employees (Conduct) Regulations 1976. It is averred inquiry officer by the report dtd. 15-9-98 held him guilty for the theft of the property belonging to Bombay Port Trust and based on the report he was dismissed from the service against which workman had preferred appeal but it was turned down by the order dtd. 13-4-99 and that review was also rejected on 4-8-99. It is pleaded that the Metropolitan Magistrate, 13th Court Dadar, Mumbai by the Judgement dtd. 22-7-98 acquitted workman for the charge of theft as mentioned in the chargesheet. However ignoring that, inquiry was conducted and that he was held guilty which chargesheet was filed after four years and ten months and that this entire delay in taking action vitiates the inquiry. It is pleaded that since the competent court held the workman guilty for the charge of theft the inquiry should not have been commenced and if at all commenced, the inquiry officer should have held him not guilty and consequently the inquiry being unfair and the findings perverse management be directed to reinstate him in service.

3. Management MbPT resisted the claim of workman by filing Written Statement (Exhibit-8) contending that under the Service Regulations workman is expected to perform his duties diligently, sincerely and honestly. He had stolen property, electronic spare parts belonging to Port Trust worth Rs. 4,000 therefore he was chargesheeted. It is pleaded considering the preponderance of probabilities inquiry officer on the basis of documents and the evidence, found the workman guilty and based on the report he was dismissed. It is contended findings of the inquiry officer were recorded on the basis of documents and therefore not biased. Workman was given sufficient opportunity and since the inquiry was fair and proper and findings not perverse does not vitiate. Consequently workman's claim be dismissed being devoid of substance.

4. By Rejoinder (Exhibit-9) workman reiterated the recitals in the Statement of Claim denying the averments in the Written Statement.

5. On the basis of the pleadings issues were framed at Exhibit-10. However both the parties vide purshis (Exhibit-12/13) did not lead oral evidence. In so far as the preliminary issues are concerned relying on the documents.

6. Workman filed written submissions (Exhibit-14) and the management (Exhibit-16). On going through the record as a whole and the written submissions and hearing the counsel for both the parties at length, I record my findings on the following preliminary issues for the reasons mentioned below :

Issues	Findings
1. Whether the domestic inquiry conducted against the workman was as per the Principles of Natural Justice ?	Yes

2. Whether the findings of the inquiry officer are perverse ? No

REASONS

7. At the outset the Learned Counsel for the workman Mr. Wagh submits that inquiry vitiates as the management produced documents dtd. 14-2-94 at the time of hearing thereby prejudice had caused to him. He submits that when the Metropolitan Magistrate holds the workman/accused not guilty for the offence of theft under section 379 for which he was chargesheeted the inquiry officer should have held him not guilty and still he holds the workman guilty itself is the instance of bias attitude. So far domestic inquiry is concerned, Their Lordships of Apex Court in *Sur Enamel and Stamping Works V/s. Their Workmen 1963 11 LLJ SCC pg. 367* ruled that enquiry cannot be said to have been properly held unless :

- (1) the employee proceeded against has been informed clearly of the charges levelled against him.
- (2) the witnessess are examined-ordinarily in the presence of the employee in respect of the charges.
- (3) the employee is given a fair opportunity to cross-examine witnesses.
- (4) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter, and
- (5) the inquiry officer records his findings with reasons for the same in his report.

It is well established Principle of law that in the Disciplinary proceedings, Principles of preponderance of probabilities have to be looked into and no strict proof required. No tailor made procedure is to be followed. Evidence, if hearsay evidence is admissible, if finds nexus. On going through the inquiry proceedings filed with list (Exhibit-11) and the report dated 15-9-98 it is seen on the basis of evidence and the documents the findings were recorded by the inquiry officer. Workman has not pointed out as to how prejudice had caused to him in filing the documents referred to above at the time of hearing. It is seen workman had cross examined the witnessess of the management and had received the documents relied by it. It is not that the documents dtd. 14-2-94 was not seen by the workman at all and that it was produced behind his back. If looked the documents on record, in the light of the decision laid down by the Hon'ble Apex Court hardly can be said that inquiry was not fair. So far findings are concerned, the Learned Counsel Mr. Wagh urged that inquiry officer accepted the evidence of the management officer viz Mr. Sawant Balu, Dethe, Pahuja as gospel truth and based on that the findings were recorded and therefore findings are perverse. 'Perversity' is that when the findings are such which no reasonable person would have arrived at on the basis of the material before it. The inquiry officer has

referred the documents in the light of the evidence giving detailed reasoning as seen from the report dtd. 15-9-98. Therefore it cannot be said that the findings are not based on the record and consequently perverse.

8. So far delay caused in giving chargesheet to the workman, Mr. Nabar inviting attention to the proceedings submits that time was required for the investigation on the theft of the Port Trust property and to see the number of employees involved therein. It is not that chargesheet was issued but the inquiry was delayed, therefore I find no substance in the submission of Mr. Wagh that delay in taking action caused prejudice to the workman. Therefore going through the record as a whole, which seeks the charges levelled against the workman were clear and not vague and that sufficient opportunity was given to both the parties to lead evidence and that findings were recorded giving reasons, based on the documents, the inquiry can safely said to be fair and proper and the findings not perverse. Consequently Issue Nos. 1 & 2 are answered accordingly and hence the order :—

ORDER

The domestic inquiry conducted against the workman was as per the Principles of Natural Justice.

The findings of the Inquiry Officer are not perverse.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1437.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. रिचर्डसन एवं क्रुड्डास लिमिटेड के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआई टी-2/196 ऑफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-4-2003 को प्राप्त हुआ था।

[सं. एल-42012/156/99-आई.आर. (डी.यू.)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 22nd April, 2003

S.O. 1437.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT 2/196 of 99) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai know as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Richardson & Cruddas Ltd. and their workman, which was received by the Central Government on 22-4-2003.

[No. L-42012/156/99-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II. MUMBAI

PRESENT :

S. N. SANDANKAR, Presiding Officer

Reference No. CGIT-2/196 of 1999.

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF THE GENL. MANAGER (IR),
M/S. RICHARDSON & CRUDDAS LTD.

The Managing Director,
M/s. Richardson & Cruddas Ltd. (1972)
Mulund Works, L.B.S. Marg, Mulund,
Mumbai 400 080.

AND

Their Workman

The President,
Association of Engineering Workers,
252, Janta Colony, Ramnarayan Narker Marg,
Ghatkoper (East),
Mumbai 400 077.

APPEARANCES :

For the Employer : Mr. S.Z. Chowdhary Advocate.

For the Workman : Mr. V.T. Mirajkar Advocate.

Mumbai Dated 19th February 2003

AWARD PART-I

The Government of India Ministry of Labour by its Order No. L-42012/156/99/IR(DU) dated 26-10-99 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute of this Tribunal for adjudication :

“Whether the action of the management of Richardson & Cruddas (1972) Ltd., Mulund Works, Mumbai in terminating the service of Shri R.K. Nirbhawane, w.e.f. 21-10-99 is legal and justified ? If not, to what relief the workman is entitled ?”

2. Workman Nirbhawane was working as fitter in the management company. Vide statement of claim (Exhibit-6) union contended that workman was active member of the union which was disliked by the company and therefore to victimise him the Deputy Personnel Officer, Mr. Gunjal dismissed him from the service in the year 1991 alleging he committed misconduct. It is averred inquiry conducted against the workman was not fair and proper. Inquiry Officer Mr. Khillare was professional person and that he was instructed by Mr. Gunjal. The chargesheet issued against the workman dtd. 13-6-97 was vague on the date of incident, timing etc., interested persons were examined by the management. no opportunity was given to the workman

and with haste enquiry was made. It is averred that findings recorded by the Inquiry Officer are against the evidence and therefore perverse. It is contended based on the report of the Inquiry Officer dtd. 7-10-98 the workman was dismissed and the same being illegal and unjustified management be directed to reinstate him with full back wages.

3. Management resisted the claim of union by filing written statement (Exhibit-7) contending that reference is not maintainable under section 22 of the Sick Industrial Companies (Special Provisions) Act, in as much as company has been declared as sick unit by BIFR and now the company is in nursing period and that no permission has been sought by the workman from BIFR. It is averred that the workman alongwith other workers committed misconduct and therefore domestic inquiry was held for the same and that the inquiry officer giving sufficient opportunity recorded findings and based on the findings, the workman was dismissed. Consequently it is contended inquiry being fair and proper and findings not perverse, the claim of workman be dismissed.

4. On the basis of the pleadings, preliminary issues were framed at Exhibit-10 and in that context workman Nirbhawane filed affidavit in lieu of Examination in Chief (Exhibit-14) and union closed evidence vide purshis (Ex-16). In rebuttal, Mr. Khillare who was appointed as Inquiry Officer filed affidavit in lieu of Examination-in-Chief (Ex.-18) and management closed evidence vide purshis (Exhibit-19).

5. Workman filed written submissions (Exhibit-20). On perusing the written submissions and hearing both the counsels, I record my findings on the following preliminary issues for the reasons mentioned below :—

Issues	Findings
1. Whether the domestic inquiry held against the workman was as per the Principles of Natural Justice ?	Yes
2. Whether the findings of the inquiry officer are perverse ?	No
3. Whether the reference is barred by provisions of Section 22 of the Sick Industrial Companies (Special Provisions) Act 1995 as averred in para 1 of the written statement ?	No

REASONS

6. At the threshold the Learned Counsel for the company Mr. Chowdhary submits that the reference is not maintainable under the provisions of Sick Industrial Companies (Special Provisions) Act and since the company has been declared as sick unit by BIFR and revival package has been approved by the BIFR and now the company is in nursing period, therefore he submits company has been receiving financial assistance from the

Gouvernement of India both for meeting the capital expenditure on the schemes sanctioned by the Government and also for meeting the working capital requirements including reimbursement towards cash/losses suffered by the company, with the result the company came to be declared as sick and has been registered as sick company by the Board for Industrial and Financial Recognition (BIFR) under the provisions of Sick Industrial Companies Act. Therefore, he submits without permission from BIFR dispute cannot be entertained. On the other hand the Learned Counsel for the union Mr. Mirajkar submitted that nothing on record to show that the company is declared as sick Industry nor anything to show that any permission is required. On perusal of the record it is seen, through management averred much on this in written statement, has not taken efforts to point out the rules nor led evidence to show that company has been declared as sick unit. In the absence of any evidence hardly can be said that company is sick unit and that permission is required from BIFR to raise dispute. In this view of the matter, the reference can safely be said to be maintainable and this tribunal has jurisdiction in width to decide the same. Consequently issue No. 3 is answered in the negative.

7. So far domestic inquiry is concerned, Their Lordships of the Apex Court in *Sur Enamel and Stamping Works V/s. Their Workman 1963 II LLJ SCC pg. 367* ruled that enquiry cannot be said to have been properly held unless :

- (1) the employee proceeded against has been informed clearly of the charges levelled against him.
- (2) the witnesses are examined-ordinarily in the presence of the employee in respect of the charges.
- (3) the employee is given a fair opportunity to cross-examine witnesses.
- (4) he is given a fair opportunity to cross-examine witnesses including himself in his defence if he so wishes on any relevant matter, and
- (5) the inquiry officer records his findings with reasons for the same in his report.

8. In the case in hand, according to workman as seen from his testimony (Exhibit-14) some of the witnesses were examined in the absence of his DR and that he was not aware of the recording of the inquiry proceedings and that the inquiry was held hurriedly and further added that the management witnesses were examined without giving any information in advance therefore it was difficult to take their cross-examination thereby, prejudice had caused to him and consequently inquiry is not fair Inquiry Officer Mr. Khillare denied the same contending that inquiry was held as per the Principles of Natural Justice. Admissions of the adversary is the best evidence. Workman admits in his cross-examination para 11 that his defence Representative put up sixteen point

before the inquiry officer vide documents (Exhibit-II) and that management clarified those points by the letter dtd. 23-7-97. He admits that he was given copies of the proceedings and that his Defence Representative cross-examined the witnesses of the management fully. It is to be noted that workman has studied up to SSC and can read and write in Marathi. On perusing the record it is seen workman was well aware on the charges which were clearly pointing the date, time of the incident. So far the contention of the workman that inquiry was completed with haste, it is seen report is dtd. 7-10-98 and that the chargesheet was issued on 13-6-97 which shows about within a year inquiry was completed, therefore hardly can be said that with haste it was done. So far instructing the Inquiry Officer by Mr. Gunjal nothing of the sort on record. Workman had admittedly received subsistence allowance during the period of suspension. He has not denied on the rate of subsistence allowance. So far the submission of the Learned Counsel for the workman that rules of Natural Justice have not been followed therefore inquiry vitates is concerned Rules of natural justice are not embodied rules. The question in a given case whether the Principles of Natural Justice have been violated or not is to be found out on consideration as to whether the procedure adopted by the appropriate authority is in accordance with law or not and whether the delinquent knew what charges he was going to face. In short, what is required to be seen whether the workman knew the nature of accusation and whether he has been given an opportunity to state his case and whether the authority has acted in good faith. In the case in hand nothing to show that Principles of Natural Justice are violated.

9. So far perversity of findings are concerned, the Learned Counsel for the union Mr. Mirajkar urged with force that the findings are not based on the evidence on record and therefore they are perverse. 'Perversity' is that when the findings are such which no reasonable person would have arrived at on the basis of the material before him. On going through the inquiry proceedings on the record, it is apparent that the findings are based on the evidence and consequently cannot be said to be perverse. It is therefore clear that inquiry was fair and proper and the findings are not perverse. Both the issues are therefore answered accordingly and hence the order :—

ORDER

The domestic inquiry conducted against the workman was as per the Principles of Natural Justice.

The findings of the Inquiry Officer are not perverse.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2003

का.आ. 1438.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बाल्मेर लॉरी एण्ड कम्पनी लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके

कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अलापुझा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-42011/40/99-आई. आर./डी. यू.]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 22nd April, 2003

S.O. 1438.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Alappuzha as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Balmer Lawrie & Co. Ltd. and their workman, which was received by the Central Government on 22-4-2003.

[No.L-42011/40/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL ALAPPUZHA

(Dated this the 31st day of March, 2003)

Present :

Shri K. Kanakachandran, Industrial Tribunal

I. D. No. 3/2000 (C)

BETWEEN

The Deputy General Manager, Balmer Lawrie & Co. Ltd., Freight Containers Division, Industrial Development Area, P. B. No. 15, Aroor-688534 (Kerala)

AND

The workmen of the above concern represented by (1) The Secretary, Balmer Lawrie Thozhilali Union, Aroor-688534 (Kerala). (2) The General Secretary, Balmer Lawrie Employees Organisation, Aroor-688534 (Kerala)

REPRESENTATIONS:

M/s. Menon & Pai. : For Management
Advocates.
Ernakulam

Sri M. Rajasekharan Nayar. : For Workmen
Advocate, Warriam Road,
Cochin-16

AWARD

1. The Government of India by an order dated 21-12-1999 had referred the following issues for adjudication :

"Whether the action of the management of Balmer Lawrie & Co. Ltd., Aroor in denying Interim Relief to the Workers while allowing the same to the officers of the Division is justified ? If not, to what relief the workmen are entitled ?"

2. In the statement of claim filed by the workmen it is stated that the Department of Public Enterprises had permitted the public sector undertaking to grant 10% of the basic pay as Interim Relief subject to certain conditions prescribed in August 1998. As the long term settlement entered into earlier between the management and the workers expired on 31-12-1996 and no settlement was arrived at after that, the workmen had made request for 10% of the basic salary as Interim Relief as was given to the officers. Since the management refused the request, this dispute was raised.

3. In the written statement filed by the management it is contended that the Aroor unit of the management company had a separate long term settlement with the workmen there and the guidelines issued by the department of public enterprises were followed in the matter of wage revision. Since the financial position of the unit was not satisfactory and the loss of the unit till the end of 1999-2000 was to the tune of Rs. 2345.68 lakhs, the demand of the union for Interim Relief merely on the ground that the officers were paid the Interim Relief could not have been acceded. According to the management, the workmen and officers are different categories governed by different set of rules and service conditions. The classification made for granting interim relief is based on certain norms and the workmen cannot have any statutory or legal right for making claim for interim relief.

4. After the filing of written statement and reply statement, this dispute was posted at several occasions for evidence. Once it was submitted that the matter would be settled. Finally the management filed a memo before this Tribunal on 30-1-2003 to the effect that the management establishment was closed and all the employees including the workmen concerned had been paid compensation as per the scheme formulated. All the workmen accepted the above compensation and other terminal benefits including gratuity and left the establishment. Along with that memo, detailed list of employees who received various terminal benefits on account of closure was also filed.

5. In view of the closure of the establishment and acceptance of all closure benefits by the workmen, this dispute has been practically infructuous.

6. Award is passed accordingly.

(Dated this the 1st day of April 2003).

K. KANAKACHANDRAN, Industrial Tribunal

नई दिल्ली, 2 अप्रैल, 2003

का.आ. 1439.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान बैंक लि., उदयपुर के प्रबंधन के सम्बन्ध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण,

उदयपुर के पंचाट (संदर्भ संख्या 1/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-04-03 को प्राप्त हुआ था।

[सं. एल-12012/106/97-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 22nd April, 2003

S.O. 1439.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (No. 1/98) of the Industrial Tribunal, Udaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rajasthan Bank Ltd., Udaipur and their workman, which was received by the Central Government on 21-4-2003.

[No. L-12012/106/97-IR (B. I.)]

AJAY KUMAR, Desk Officer

अनुबन्ध

न्यायालय : न्यायाधीश, औद्योगिक विवाद अधिकरण एवं श्रम

न्यायालय, उदयपुर

पीठासीन अधिकारी : श्री एल. डी. शर्मा, आर. एच. जे. एस.

औद्योगिक विवाद संख्या 1/98

महेन्द्र सिंह पुत्र अम्बालाल गहलोत निवासी गढ़ी, जिला बांसवाड़ा
... प्रार्थी

बनाम

जनरल मैनेजर राज. बैंक लि., मुख्यालय क्षेत्रीय कार्यालय घंटाघर,
उदयपुर
... विपक्षी

उपस्थित :

श्री आई. के. भट्ट : प्रार्थी की ओर से

श्री आर. एस. चौहान : विपक्षी की ओर से

दिनांक : 28-3-03

पंचाट

भारत सरकार के श्रम विभाग द्वारा जरिये पत्र क्रमांक एल-12012/106/97-आई. आर. (बी. आई.) दिनांक 28-11-98 के द्वारा निम्न आशय का प्रसंग निर्णय हेतु इस न्यायालय को प्रेषित किया गया।

"Whether the action of the management of Bank of Raj. Ltd. in terminating the services of Sh. Mahender Singh is justified? If not, to what relief the workman is entitled?"

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक 5-2-98 को दर्ज रजि. किया जाकर पक्षकारान को नोटिस जारी किये गये जिस पर प्रार्थी की ओर से कलेम व विपक्षी की ओर से जवाब पेश किया गया।

संक्षेप में प्रार्थना पत्र के तथ्य इस प्रकार हैं कि प्रार्थी को विपक्षी नियोजक द्वारा लिखे गये निर्णय व स्वीकृति के आधार पर उनकी ब्रांच परतपुर गढ़ी राज. बैंक के तत्कालीन ब्रांच मैनेजर ने दैनिक वेतनभोगी कामगार के रूप में कार्य करने हेतु रखा जिस पर जनवरी 86

से अगस्त 91 तक लगातार कार्य किया। दि. 18 अगस्त 91 को तत्कालीन ब्रांच मैनेजर गद्दी परतापुर ने उसे मौखिक रूप से काम से यह कह कर हटा दिया कि उसकी नियुक्ति के आदेश उदयपुर से आने वाले हैं व आने के बाद ही काम पर लगायेंगे। उसने प्रत्येक वर्ष में 240 दिन से अधिक समय तक कार्य किया है। इस प्रकार सेवा समाप्ति औ. वि. अधि. की धारा 25 एफ जी एच एवं एन की पालना किये बिना की गई जो विधि विरुद्ध है। अतः पुनः सेवा में लिया जाकर समस्त सेवा लाभ प्रेडॉन कसबे जावे।

विपक्षी ने अपने जवाब में यह उल्लिखित किया है कि विपक्षी संस्थान में नियुक्ति हेतु नियम उप नियम बने हुए हैं और विपक्षी संस्थान में सभी नियुक्तियां उन्हीं नियम उपनियम के अनुसार होती हैं। विपक्षी संस्थान के किसी भी शाखा प्रबंधक को किसी भी तरह की नियुक्ति देने का कोई अधिकार विपक्षी संस्थान की ओर से नहीं दिया गया है। प्रार्थी की नियुक्ति बाबत शाखा प्रबंधक गद्दी परतापुर को कोई आदेश नहीं दिया गया था शाखा में कभी कभी च. श्रे. कर्म. के अवकाश पर चले जाने के कारण या आवश्यकतानुसार झाड़ू लगाने या पानी भरवाने की आवश्यकता पड़ने पर प्रार्थी को किसी भी मजदूर को बुला कर काम करवाने हेतु भेजने के लिये कहा जाता था जो सिर्फ 1-2 घंटे के लिये होता था व उसके हिसाब से भुगतान किया जाता था। प्रार्थी विपक्षी संस्थान के नियोजन में नहीं था अतः औ. वि. अधि. की धारा 25 एफ जी एच व एन की पालना करने का कोई प्रश्न नहीं उठता है। अतः क्लेम खारिज किया जावे।

बहस सुनी गई व पत्रावली का अवलोकन किया गया। प्रार्थी का कथन है कि उसे विपक्षी के शाखा प्रबंधक ने विपक्षी के यहां सन 86 से दैनिक वेतन भोगी कर्मचारी के रूप में नियोजित किया और प्रार्थी अगस्त 91 तक वहां इस पद पर कार्य करता रहा। विपक्षी ने इस कथन को अस्वीकार किया। उनके अनुसार शाखा में कभी-कभी च. श्रे. कर्म. के अवकाश पर चले जाने के कारण या आवश्यकतानुसार झाड़ू लगाने या पानी भरवाने की आवश्यकता पड़ने पर प्रार्थी को किसी भी मजदूर को बुला कर काम करवाया जाता था। उसके कार्य के अनुसार उसकी मजदूरी का भुगतान कर दिया जाता था। यह कार्य केवल 1-2 घंटे मात्र का होता था। प्रार्थी ने अपने कथनों की ताईद में अपना शपथ पत्र प्रस्तुत नहीं किया है और न ही वह साक्ष्य में उपस्थित हुआ है। साक्ष्य के अभाव में यह नहीं कहा जा सकता कि प्रार्थी ने विपक्षी के यहां 240 दिन या इससे अधिक दिन की निरंतर सेवाएं दी हो।

अतः प्रसंग का उत्तर इस प्रकार दिया जाता है कि प्रार्थी का सेवा से पृथक किया जाना अनुचित व अवैध नहीं है। प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है। पंचाट प्रकाशनार्थ भारत सरकार को भेजा जाय।

पंचाट आज दिनांक 28-3-03 को खुले न्यायालय में लिखाया जाकर सुनाया गया।

एल. डी. शर्मा, न्यायाधीश

नई दिल्ली, 22 अप्रैल, 2003

का.आ. 1440.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सारस्वत को.

आपरेटिव बैंक लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/113 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-04-03 को प्राप्त हुआ था।

[सं. एल-12014/04/2003-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd April, 2003

S.O. 1440.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/113 of 2001) of the Central Government Industrial Tribunal No. II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Saraswat Co-op. Bank Ltd., and their workman, which was received by the Central Government on 21-4-03.

[No. L-12014/04/2003-IR (B.1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

S. N. SAUNDANKAR, Presiding Officer

Complaint No. CGIT-2/1 of 2003

IN

Reference No. CGIT-2/113 of 2001

PARTIES

Saraswat Co-op. Bank Employees Union, Laxman Zulla Bldg., 2nd Floor, Ranade Road, Dadar (W) Mumbai-400028

V/s.

Managing Director, Saraswat Co-op. Bank Ltd., Mittal Court, A-Wing, 1st Floor, Nariman Point, Mumbai-400021

APPEARANCES:

For the Complainant : Mr. S. A. Surve, Representative

For the Opponent : Mr. S. S. Puneekar, Representative

Mumbai, dated 20th March, 2003

AWARD

This is a complaint filed by General Secretary of Saraswat Co-operative Bank Employees Union under

section 33A contending that the bank management vide their letter dtd. 28-12-02 unilaterally and arbitrarily transferred the clerk Mr. N. V. Chavan from Sadashiv X Lane Branch situated at Girgaon Mumbai to Indore, M. P. who was the Vice President of the Union without disclosing any reason or justification pending the Reference regarding service condition bearing No. 2/113/2001 before the CGIT which action of the management is in contravention to condition of service, vindictive to the Union amounts to unfair labour practice. The Union therefore contended to direct the management suitably under the provisions of I. D. Act.

2. Union Secretary Mr. Surve and the Senior Manager of the Bank Mr. Puneekar vide pushis (Ex. 4) pointd out that the matter has been settled and that the workman has been transferred to Kalyan Branch consequently, Reference be disposed of. Hence the order :

ORDER

Complaint stands disposed of for non-prosecution vide purshis (Exhibit-4).

S. N. SAUNDANKAR, Presiding Officer

Exhibit No. 4

At Mumbai No. II,

Complaint No. 1 of 2003

In

Reference No. CGIT-2-113 of 2001

Employer in relation to Saraswat Co-op Bank Ltd.

Vs.

Their workmen

May it please your honour

Union had filed the above complaint on 22-01-2003 regarding transfer of vice-President of the Union by the Bank to Indore Branch.

Since the matter is settled and the vice-President service is transfer to Kalyan Branch. We hereby withdraw the above complaint. We do not want to prosecute the complaint.

Dated : 20-03-2003

Place : Mumbai

For Saraswat Co-op Bank Employees' Union
For the Saraswat Co-op Bank Ltd.

(SANJAY ATMARAM SURVE)
General Secretary

(SANDEEP S. PUNGKAR)
Senior Manager

नई दिल्ली, 22 अप्रैल, 2002

का.आ. 1441.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सार्दन रेलवे, चेन्नई के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई. डी.

नं. 88/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-04-03 को प्राप्त हुआ था।

[सं. एल-41012/36/2002-आई. आर./बी-1]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 22nd April, 2003

S.O. 1441.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 88/2002) of the Central Government Industrial Tribunal./Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway, Chennai and their workman, which was received by the Central Government on 21-4-03.

[No. L-41012/36/2002-IR (B. 1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 7th April, 2003

PRESENT :

K. KARTHIKEYAN, Presiding Officer

Industrial Dispute No. 88/2002

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri M. Babu and the Management of Southern Railway, Chennai.]

BETWEEN :

Sri M. Babu

I Party/Workman

AND

The Chief Personnel Officer,
Southern Railway, H. O.
Personnel Branch, Chennai

II Party/Management

APPEARANCES :

For the Workman

Mr. Y. Christ Raja
Mohan, Advocate

For the Management

M/s. S. Palani Rajan
& Mrs. Tanuja Rajan,
Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-41012/36/2002/IR(B-I) dated 9-9-2002.

On receipt of the order of reference from the Government of India, Ministry of Labour, this case has

been taken on file as I. D. No. 88/2002 and notices were sent to the parties to the dispute by registered post, with a direction to appear before this Tribunal on 18-10-2002 to file their respective Claim Statement and Counter Statement and to prosecute this case further. Accordingly, the learned counsel on record on either side have filed their respective claim statement and counter statement and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, documentary evidence let in on the side of the I Party/Workman alone, the other material papers on record, after hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :

“Whether the action of the Chief Personnel Officer, Southern Railway, Headquarters Office, Chennai in terminating the services of the workman Shri M. Babu with effect from 6-1-1999 is justified ? If not, what relief is he entitled ?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri M. Babu (hereinafter refers to as Petitioner) are briefly as follows :

The Petitioner joined the services of the II Party/Management Southern Railway as Substitute Bungalow Lascar as per the office order dated 15-5-97. He was attached to Sri N. Kasinath, Deputy CSI/CN. II-MAS. He was discharging his duty as a substitute Bungalow Lascar continuously from 15-5-97 sincerely and to the utmost satisfaction of the officer to whom he was attached. He has an unblemished record of service. He was retrenched from service by an order dated 6-1-99. It is in violation of Section 25F of Industrial Disputes Act. His non-employment is in total violation of principles of natural justice since no charge was issued to him and no domestic enquiry was conducted. Moreover, it is not for any proven misconduct. Petitioner was not given any notice of retrenchment prior to the dismissal order. It has not been established that his non-employment was due to surplus. The principle of ‘last come—first go’ has not been followed in dispensing with the services of the Petitioner. Hence, the non-employment of the Petitioner is invalid and non-est in law. The Petitioner caused a legal notice dated 19-2-2001 to the II Party/Management and called upon the management to reinstate the Petitioner into service with all back wages, continuity of service and other attendant benefits. The II Party/Management had failed to send a reply for the same. The representation given to the II Party/Management by the Petitioner for reinstatement in service yielded no result. Hence he raised an industrial dispute by

a petition dated 3-4-2001 before the Assistant Labour Commissioner (Central), Chennai for conciliation. It ended in a failure. On receipt of the failure of conciliation report from the Assistant Labour Commissioner (Central), Chennai, the Govt. has referred this dispute to this Tribunal for adjudication. Hence, it is prayed that this Hon’ble Tribunal may be pleased to pass an award directing the II Party/Management to reinstate the Petitioner in service with back wages, continuity of service and all other attendant benefits from the date of retrenchment.

3. The averments in the Counter Statement filed by the II Party/Chief Personnel Officer, Southern Railway, Chennai (hereinafter refers to as Respondent) are briefly as follows :

The Petitioner was engaged as a Substitute Bungalow Lascar to Sri N. Kasinath, the then Deputy Chief Signal and Telecommunication Engineer, Construction w.e.f. 15-5-97 under conditions as agreed to by either parties as stipulated in the Respondent’s office order No. 64/97 dated 15-5-97. As per the terms of that agreement, the Petitioner’s services are liable to be terminated within three years, if he found unsatisfactory or if he is not required by the same officer or his successor or any other administrative grade officer within three years. His appointment will not confer on him any title or claim for absorption in any vacancy in the regular establishment. He will not be entitled to any notice of termination of service or any compensation on such termination except what is provided for in the relevant rules under Industrial Disputes Act. He will be eligible for regular absorption in Group D post only after three years of continuous service. If after regular absorption he is not required in the Bungalow due to transfer of the officer concerned or by his successor he will be transferred against an existing Group D vacancy and will seek further promotions as per existing channel of promotion. The duties discharged by the Petitioner were at the residence of the Officer comprising of attending phone calls and carrying the files from residence to office and back etc. Sri N. Kasinath, the officer for whom the Petitioner was engaged reported through his letter dated 27-11-98 to the Respondent that the Petitioner was not punctual and is irregular and had not shown any improvement despite oral reprimands. He further stated that the Petitioner did not turn up for duty from 12-11-1998 onwards without any intimation and his whereabouts were also not known. The officer also requested the Respondent to consequently terminate the services of the Petitioner. The Respondent after examining the facts and circumstances, it was decided to communicate to its approval to terminate the services of the Petitioner due to his unsatisfactory service and unauthorised absence, scrupulously following the procedures/rules governing such termination. Accordingly, the Petitioner’s service stood terminated from 6-1-99 by issuance of an office order dated 6-1-1999 and a

copy was forwarded to the Petitioner. Along with that order a cheque for Rs. 5873/- (Rs. 3,268/- towards one month salary in lieu of notice period and Rs. 2,605/- towards retrenchment compensation for two years) was sent to the last known address of the Petitioner under registered post. On 1-2-99 the postal authorities returned the registered post addressed to the Petitioner with an endorsement "no such name". Consequently officer order of termination was conspicuously exhibited in the office notice board duly issuing a memorandum on 3-2-99 witnessed by two employees. Notwithstanding the above the Respondent was able to settle from other sources another address of the Petitioner and another letter was sent to the Petitioner on 13-4-99 which was also not responded by the Petitioner. The Petitioner has not turned up four years together. The delayed claim of the Petitioner may be dismissed. The Petitioner was aware of the condition of terminating his services within three years, if found unsatisfactory or when the same is not required as detailed in the office order which was accepted and duly signed by the Petitioner. It is in accordance with the instruction issued by the General Manager of Southern Railway dated 4-6-77. The Petitioner's termination of service within three years from his engagement false under sub rule 2(bb) of Section 2(oo) of the Industrial Disputes Act, 1947 and accordingly, even though the Petitioner's case does not fall under section 25F, retrenchment compensation and salary were claimed and kept unpaid, since the applicant did not turn up. The action of the Respondent in terminating the services of the Petitioner from 6-1-99 is justified as the applicant's whereabouts were not known. His engagement was liable to be terminated for unsatisfactory work and for the same is not required within three years as shown and agreed to in the engagement order itself. Therefore, the claim of the Petitioner is devoid of merits. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. On the side of the I Party/Workman 4 documents have been marked as Ex. W1 to W4. No document has been marked as an exhibit on the side of the II Party/Management. Arguments advanced by the learned counsel on either side were heard.

5. The point for my consideration is :

"Whether the action of the Chief Personnel Officer, Southern Railway, Headquarters Office, Chennai in terminating the services of the workman Shri M. Babu with effect from 6-1-1999 is justified? If not, what relief is he entitled to?"

Point :—

This industrial dispute has been raised by the Petitioner/Workman Sri M. Babu challenging the action of the Chief Personnel Officer, Southern Railway,

Headquarters Office, Chennai in terminating his services as Substitute Bungalow Lascar from 6-1-99 as unjustified. It is admitted that the Petitioner has been appointed as Substitute Bungalow Lascar temporarily by an order dated 15-5-97. The xerox copy of the same is Ex. W1. It contains the terms and conditions of the temporary appointment. Accepting that terms and conditions of the appointment, the Petitioner has acknowledged for the receipt of the order. In the appointment order Ex. W1 itself it is stated that the said appointment as Substitute Bungalow Lascar is subject to the conditions mentioned therein. The first conditions is that the 'the services of the appointee are liable to be terminated within three years, if found unsatisfactory or if he is not required by the same officer or his successor or any other administrative grade officer within three years'. The next condition is that 'the said appointment will not confer on the appointee any title or claim for absorption in any vacancy in the regular establishment'. A condition of that appointment is that 'the appointee will not be entitled to any notice of termination of service or any compensation on such termination except what is provided for in the relevant rules under the Industrial Disputes Act.' It is also admitted that the services of the Petitioner have been terminated by the Respondent/Management by an order dated 6-1-99. The xerox copy of the same is Ex. W2. It is the contention of the Petitioner that he was discharging his duty ever since his date of his appointment sincerely and to the utmost satisfaction of the officer to whom he was attached and he was doing his duty continuously from 15-5-97 without any blemish. In Ex. W2 order passed by the Respondent/Management for termination of the service of the Petitioner, it is stated that the Petitioner was unauthorisedly absent for duty from the afternoon of 12-11-98 without any intimation. This has also been stated in the Counter Statement of the Respondent. It has not been denied by the Petitioner by any reply statement or by let in any evidence. It is further alleged in the Counter Statement of the Respondent/Management that the officer to whom the Petitioner was engaged reported by his letter dated 27-11-98 to the Respondent that the Petitioner was not punctual and is irregular and had not shown any improvement despite oral reprimands and further the applicant did not turn up for duty from 12-11-98 onwards without any intimation and his whereabouts were also not known. The copy of the said report of the officer has been attached to the Counter Statement as Annexure No. IV. This has not been disputed or denied by the Petitioner. It is also not the contention of the Petitioner in his Claim Statement that the allegation in the order of termination dated 6-1-99 that he was unauthorisedly absent from duty from the afternoon of 12-11-98 without any intimation is incorrect but he was attending his duty till 6-1-99 the date on which he was retrenched from service. It is further contended by the Respondent/Management in their Counter Statement that the Respondent after examining the facts and

circumstances decided to terminate the services of the Petitioner due to his unsatisfactory service and unauthorised absence and accordingly passed an order of termination of service dated 6-1-99 and forwarded the same to the Petitioner to his last known address along with the crossed cheque dated 6-1-99 for a sum of Rs. 5,873/- being one month's wages Rs. 3,268/- as notice pay in lieu of notice and Rs. 2,605/- as retrenchment compensation in terms of Section 25F of Industrial Disputes Act. The xerox copy of that letter is Ex. W2. It is further contended by the Respondent in their Counter Statement that the said order of termination of service along with the cheque has been sent to the Petitioner, whose address at Chennai, by registered post and the same has been returned unserved with the postal endorsement "as no such name in the given address" and subsequently, the retrenchment order has been exhibited in the office notice board and that after ascertaining the Petitioner's another address from other sources, another letter was sent to the Petitioner on 13-4-99 and for that also the Petitioner has not responded. Along with the Counter Statement, the Respondent has filed a Xerox copy of a memorandum dated 3-2-99 for exhibiting the termination order dated 6-1-99 in the office notice board.

6. These undisputed facts go to show that the Petitioner has remained unauthorisedly absent for duty from 12-11-98 and his whereabouts were not known to the Respondent. The Petitioner has sent a notice dated 19-2-2001 through his advocate to the Chief Personnel Officer, Southern Railway, Chennai. The xerox copy of the same is Ex. W3. Though in that notice, a reference has been made about the order dated 6-1-99, passed by the Respondent/Management for retrenching the Petitioner from service, nothing has been stated in the notice that the reason given in the order of termination of service passed by the Respondent/Management that the Petitioner was unauthorisedly absent from duty from the afternoon of 12-11-98 without any intimation is incorrect or false. If really, the reason given by the Respondent/Management for terminating the services of the Petitioner in Ex. W2 is incorrect or false, the Petitioner could have stated in his earlier notice sent through his advocate and in his Claim Statement as the reason by the Respondent/Management for retrenching him from service is false. From this, it is seen that for the unsatisfactory service of the Petitioner, as reported by the Officer to whom he was attached as substitute Bungalow Lascar and also for his unauthorised absence for duty from 12-11-98 afternoon, the Respondent/Management has terminated the services of the Petitioner in terms of the appointment order Ex. W1. Further, it is seen from the order of termination from service under Ex. W2, the Respondent/Management has sent a crossed cheque for Rs. 5,873 towards one month's wages as notice pay in lieu of notice and retrenchment compensation in terms of Section 25F of Industrial Disputes

Act, 1947, and it has been returned unserved as the Petitioner was not available in the given address. It is the specific contention of the Respondent/Management in their Counter Statement itself that the retrenchment compensation and salary for the Petitioner has been claimed and kept unpaid, since the Petitioner did not turn up. So, it cannot be said that the non-employment of the Petitioner is in violation of principles of natural justice and the termination of the service of the Petitioner is not for any misconduct of the Petitioner. It cannot be said that it is in violation of Section 25F of the Industrial Disputes Act, 1947. As it has been stated in the order of appointment under Ex. W1 as the Petitioner was engaged as substitute Bungalow Lascar temporarily, it will not confer on him any title or claim for absorption in any vacancy in the regular establishment. From the facts available in this case, as evidenced from the documents filed in this case on either side, it is seen that the Petitioner was engaged temporarily as a substitute Bungalow Lascar on 15-5-97 and even prior to the completion of the three years period of service to the satisfaction of the officer to whom he was attached, he remained unauthorisedly absent for duty from 12-11-98, so he has lost the chance to become eligible for Group D staff. Under such circumstances, it is seen that the action of the Chief Personnel Officer, Southern Railway, Headquarters Office, Chennai in terminating the services of the Petitioner/Workman Sri M. Babu w.e.f. 6-1-1999 is justified. The amount due to the Petitioner because of the termination of his service by the Respondent/Management as Rs. 5,873 is kept unpaid, because he has not turned up to receive the same as one month's salary in lieu of notice period and compensation towards retrenchment. The Petitioner can approach the Respondent/Management and get that amount remained with them unpaid. Thus, the issue is answered accordingly.

7. In the result, an Award is passed holding that the Petitioner/Workman Sri M. Babu is not entitled for the relief of reinstatement in service with back wages, continuity of service and all other attendant benefits from the date of retrenchment as claimed by him, but he can get the amount of Rs. 5,873 due to him kept unpaid by the Respondent/Management by approaching the Respondent/Management. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 7th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

WITNESSES EXAMINED :

On either side : None

DOCUMENTS EXHIBITED :

For the I Party/Workman :—

Ex No.	Date	Description
W1	15-05-97	Xerox copy of the appointment order issued to Petitioner.

W2	06-01-99	Xerox copy of the order of termination issued to Petitioner
W3	19-02-2001	Xerox copy of the lawyer's notice issued by Petitioner to Respondent.
W4	22-02-2001	Xerox copy of the postal acknowledgement card for having sent by RPAD

For the II Party/Management : Nil

Presiding Officer

नई दिल्ली, 22 अप्रैल, 2003

का.आ. 1442.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नाबार्ड, पुरी ग्राम्या बैंक व अन्य के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, भुवनेश्वर के पंचाट (संदर्भ संख्या आई. डी. केस नं. 38/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-04-03 को प्राप्त हुआ था।

[एल-12011/38/2001-आई. आर./बी-1]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd April, 2003

S.O. 1442.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. Case No. 38/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of NABARD, Puri Gramya Bank and others and their workman, which was received by the Central Government on 21-04-03.

[No. L-12011/38/2001-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri S. K. Dhal, OSJS, (Sr. Branch), Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Case No. 38/2002

Date of conclusion of hearing 4th April, 2003

Date of Passing Award—7th April, 2003

BETWEEN:

The Management of:

1. The Chief Regional Manager, NABARD.
2. The Chairman, Puri Gramya Bank.
3. The Chairman, Koraput Panchavati Gramya Bank.
4. The Chairman, Rushikulya Gramya Bank.

5. The Chairman, Kalahandi Anchalik Gramya Bank.
6. The Chairman, Bolangir Anchalik Gramya Bank.
7. The Chairman, Dhenkanal Gramya Bank.
8. The Chairman, Cuttack Gramya Bank.
9. The Chairman, Balasore Gramya Bank.
10. The Chairman, Baitarani Gramya Bank.

... 1st Party—Managements

AND

Their Workmen represented through The General Secretary, All Orissa Gramya Bank Emp. Federation, Bishnu Nagar, Berhampur, Ganjam (Orissa). ... 2nd Party—Union

APPEARANCES:

Shri B. B. Nanda, AM,
NABARD

Shri G. K. Pattnaik, Chairman,
BGB, Balasore.

Shri R. R. Das, PGB, Puri

Shri K. C. Dash, Manager,
BAGB, Bolangir

None

: For the 1st Party—
Managements

: For the 2nd Party—
Union.

AWARD

The Government of India, Ministry of Labour in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide their Order No. L-12011/38/2001/IR (B-I), dated 05-02-2002:

1. "Whether the action of the Management i.e. NABARD by not enhancing the Key Allowance in the RRBs of Orissa State is justified? If not what relief the workmen are entitled to?" 2. "Whether the action of all RRB management except RGB and KRGB by not formulating the promotional policy in spite of NABARD guidelines is justified? If not, what relief the workmen are entitled to?"

2. The case of the 2nd Party may be stated in brief.

The employees and the officers of the 1st Parties Banks are entitled to get their salary, allowances and promotional benefits at par with counter part employees of sponsored Nationalised Commercial Banks as per award dated 30-4-1990 of National Industrial Tribunal. The 1st Parties Banks were advised to give promotion to its employees and officers by implementing promotion policy vide Government of India Gazette Notification Statutory Order No. 4426E, dated 20-7-1998. In pursuant to the said

gazette notification circular formulating the promotion policy was issued. The said circular is called as Regional Rural Banks (appointment and promotion of officers and other employees) Rules 1998. But no promotions have been given to the clerks and sub-staff in the last 25 years even the vacancies created due to death, dismissal/termination etc. The 1st Parties Banks were permitted to effect promotion from officer Scale-I to Scale-II for filling up the vacancies arising out of the review of categorization of branches. One of the 1st Parties i.e. Puri Gramya Bank issued a circular on 24-1-1999. It has been further pleaded that the Government of India have laid down the business norms for categorizing the branches for the purpose of deciding the requisites incumbency. Every year, in the month of May, each Regional Rural Banks (in short Called as RRBs) should undertake the exercise of categorization of its branches on the basis of the Business criteria indicated taking into account the average business i.e. average aggregate deposits and advance of the last two financial years. It has been further stated that, the work relating to the categorization of Regional Rural Bank branches for the financial year 1993-94 should be commenced in the month of May 1993 and the average aggregate deposits and advances during the financial year 1991-92 and 1992-93 be taken into consideration. The 1st Party—Management No. 1 i.e. NABARD issued letter on 20-3-1993 regarding categorization of branches. But no action in the matter of categorization of branches in the month of May 2001 was taken by the 1st Party in posting of the officers in different grades. Moreover the fixation of staffing pattern has not been taken into consideration with arbitrary and illegal motives for debarring the officers from getting their due promotion with *mala fide* intention so as not to implement the promotion policy 1998 in the Regional Rural Banks in the State of Orissa which was issued by the Government of India. It is said that the Chairman, Puri Gramya Bank has not filled up 52 promotional posts from Clerk to Officer and 7 posts from Messenger to Clerk after clearance. Similarly, the Chairman of Balasore Gramya Bank did not fill up 30 posts in clerical cadres and 19 posts in officer cadres. The grievance against the Chairman, Baitarani Gramya Bank is that a circular has been issued for promotion from officer Scale-I to Scale-II and that has not been complied with. The Kalahandi Anchalik Gramya Bank has not taken any initiative for effecting the promotion from all cadres. As regards the Chairman, Rushikulya Gramya Bank is concerned it is pleaded that the bank did not take any initiative for filling up further 15 Nos. of Scale-II vacancies, which is lying vacant. It has been further submitted that in regard to Key Allowance to the employees of State Bank sponsored RRBs i.e. KPGB, KAGB and BAGB, the 1st Parties are advised by working Group but that has not been complied with. It is further submitted that on the demand of the key allowances of Rs. 380, the employees of RRBs moved to the Karnataka High Court and direction has been given to all RRBs

sponsored by State Bank of India to extend key allowances of Rs. 380 per month to the employees of RRBs sponsored by State Bank of India. Accordingly, the Koraput Panchavati Gramya Bank, Kalahandi Anchalik Gramya Bank and Bolangir Anchalik Gramya Bank sponsored by State Bank of India should extend key allowance of Rs. 380 per month with effect from 1-9-1987. But that has not been done. In the Claim Statement the following prayers has been made :

(i) Direction be given to the 1st Parties to grant promotional benefits to the Clerks and sub-staffs at least in the vacancies arising due to death, dismissal/termination etc. (ii) Direction be given for categorization of branches as on May 2001 as advised by the Government of India through NABARD and (iii) Direction be given for payment of key allowance of Rs. 380 per month to the employees working under Regional Rural Banks sponsored by State Bank of India.

On receipt of the copy of the reference one of the 1st Parties Bank i.e. Puri Gramya Bank has filed their Written Statement. They have pleaded that promotion of workman was banned by the Government of India till 28th July, 1998. Thereafter on receipt of the order dated 29-7-1998 obtaining approval from the Boards. Steps have been taken for promotion process and effected promotion of officers in the year 1999 and 2000. They have also initiated the process for the workman and had sought for concurrence of the sponsor Bank. The Bank also has initiated the process as per the new man power norms, after the instruction of NABARD. But the workmen have filed a Writ Application challenging the norms prescribed by NABARD before the Hon'ble High Court of Orissa in O.J.C. No. 17180/2001 and in the Misc. Case arising out of it wherein, the order has been passed granting stay on the operation of the NABARD letter dated 31st July, 2001. The other grievance of the 2nd Party has been denied by the 1st Parties Bank, i.e. Puri Gramya Bank.

Another 1st Parties Bank i.e. Chairman, Kalahandi Anchalik Gramya Bank in their Written Statement was pleaded that, they have sought for clarification from the sponsored bank for promotion of 9 officers from Scale-I to Scale-II. Presently, Key allowance at the rate of Rs. 189 is being paid who are holding keys and acting as Joint Custodian. They have pleaded that they are taking effective steps for promotion from all the cadres as per the availability of the vacancy.

The Chairman, Dhenkanal Gramya Bank in their Written Statement has pleaded that nobody has been debarred from getting promotion. Promotion is being given to their workers and officers as per the guidelines issued by the NABARD. Salary and other allowances are being paid as per the latest decision of the Supreme Court. They have denied that the allegation of the 2nd Party that no promotion has been given to any body.

The Chairman, Balasore Gramya Bank in their Written Statement has stated that the revised promotion policy viz. the revised appointment and promotion Rules 1998 in respect of staff members of the Balasore Gramya Bank has already been published and circulated to the branches by the banks in accordance with Government of India/ NABARD instructions. They have denied the other allegations made by the 2nd Party.

The NABARD in their Written Statement has taken the stand that they are not the necessary party to the reference because they have got no role to play except circulating the circular of the Government received by them to different branches. Other 1st Parties Banks have not filed their Written Statement and they have been set *ex parte*.

4. On the above pleading of the parties, the following Issues have been settled :

ISSUES

1. Whether the reference is maintainable?
2. Whether the Management No. 1 i.e. NABARD is a necessary Party in this reference?
3. Whether the action of the Management i.e. NABARD by not enhancing the Key Allowance in the RRBs of Orissa is justified?
4. Whether the action of the RRB Management except RGB & KPGB by not formulating the promotional policy inspite of NABARD guidelines is justified?
5. If not, what relief the workmen are entitled to?

5. All the 1st Parties Banks who have made appearance before this Tribunal has not adduced any oral evidence. It may be stated here that, when the hearing argument commenced the 2nd Party remained absent inspite of several times taken by him. So argument was heard from the 1st Parties Banks who have made appearance before the Tribunal.

FINDINGS

ISSUE NO. I

6. The 2nd Party has raised a dispute before the appropriate authority and after failure of conciliation the matter was referred to the Government of India who after due consideration being satisfied that a dispute exists has made a reference under section 10 of the Industrial Disputes Act. No materials have been placed on behalf of the contesting 1st Parties-Banks to satisfy the Tribunal that the reference is not maintainable. In other words, I am of the opinion that the reference is maintainable. Hence, this issue is answered accordingly.

ISSUE NO. II

7. During course of argument it has been stated on behalf of one of the 1st Parties-Managements i.e.

NABARD that, they are not the necessary party in this reference in view of the letter of the Chief Labour Commissioner (Central) New Delhi and they should not be made as a party to the Industrial Dispute. It has been further submitted that the RRBs have got their separate rules and regulations for their employees and the workmen for which the 2nd Party is representing are not the workmen under them and they are not their employer. This stand of the NABARD has not been challenged by the 2nd Party either by adducing any oral or documentary evidence as I have stated earlier. The 2nd Party has not taken part when the Tribunal started hearing the argument. In that case, in absence of any materials, it can be said that, the 1st Party-Management, NABARD is not a necessary party in this reference. So, this issue is answered accordingly.

ISSUE NO. III & IV

These two issues relate to the payment of key allowance and formulating the promotional policy. For convenient sake, I have taken both the Issues together. The 2nd Party has failed to place any material before the Tribunal that the employees are entitled to get the key allowance under what circumstances. The 2nd Party also failed to place any materials to justify for payment of key allowance. So, in absence of any materials this Tribunal is not in a position to say that the action of the 1st Party-Management i.e. NABARD by not enhancing the key allowance in the RRBs of Orissa is justified and the action of the RRB Management except RGB & KPGB by not formulating the promotional policy is unjustified. Hence, these two issues are answered accordingly.

ISSUE NO. V

9. In view of my findings given in respect of Issue No. II, III, IV & V the 2nd Party has failed to make out a case and the members of the 2nd Party are not entitled for any relief.

10. Reference is answered accordingly.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1443.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या एल सी आई डी-72/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-04-03 को प्राप्त हुआ था।

[सं. एल-40025/3/2003-आई. आर./डी. यू.]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1443.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. LCID-72/2002) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 23-04-2003.

[No. L-40025/3/2003-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HYDERABAD

PRESENT:

Shri E. Ismail, Presiding Officer

Dated : 31st day of March, 2003

INDUSTRIAL DISPUTE NO. L.C.L.D. 72/2002

BETWEEN:

Sri N. Srinivas Reddy,
S/o Keshava Reddy,
R/o Molangoor Post,
Shankar Patnam Mandal,
Karimnagar District.

... Petitioner

AND

- | | |
|--|-------------------|
| 1. The Sub-Divisional Officer,
Telecom, Karimnagar,
Distt. Karimnagar, | } ... Respondents |
| 2. The Telecom District Manager,
Karimnagar, Distt. Karimnagar, | |
| 3. The Telecom District Engineer,
Karimnagar, Distt. Karimnagar | |

APPEARANCES:

For the Petitioner : Sri K. Srinivasa Rao, Advocate

For the Respondent : Sri R. S. Murthy, Advocate

AWARD

This is a case taken under Sec. 2A(2) of the I. D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W. P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and numbered in this Court as L. C. I. D. No. 72/2002 and notices were issued to the parties.

2. In spite of several adjournments given from 13-9-2002 for enquiry of Petitioner for 12 adjournments including 31-3-2003 the petitioner has not turned out. In spite of number of adjournments the petitioner has failed to produce any evidence in support of his claim. There is

nothing on record to support the contention of the Petitioner. Therefore, it is held that the petitioner is not entitled for any relief.

Accordingly a 'Nil' Award is passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me on this the 31st day of March, 2003.

E. ISMAIL, Presiding Officer

APPENDIX OF EVIDENCE

Witnesses examined for the
Petitioner

NIL

Witnesses examined for
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1444.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आल इंडिया रेडियो के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट (संदर्भ संख्या 194/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-04-03 को प्राप्त हुआ था।

[सं. एल-40012/123/98-आई. आर./डी. यू.]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1444.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 194/99) of the Central Government Industrial Tribunal/Labour Court, No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of All India Radio and their workman, which was received by the Central Government on 23-04-2003.

[No. L-42012/123/98-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under
Section 10 (1)(d) of the I. D. Act, 1947

REFERENCE No. 194 OF 1999

PARTIES :

The Employers in relation to the management of The
Stn. Director, Commercial Broadcasting Services, All
India Radio, Patna and their workmen.

APPEARANCES :

On behalf of the workman : None

On behalf of the employers : Shri D. K. Verma, Adv.
Authorised Representative.

State : Jharkhand

Industry : DU

Dated, Dhanbad, the 2nd April, 2003

ORDER

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-42012/123/98/IR(DU), dated the 30th November, 1998.

SCHEDULE

"Whether the action of the management of Commercial Broadcasting Services, All India Radio, Patna in terminating the services of Shri Ajay Kumar Singh, casual announcer is legal & justified? If not, what relief the workman is entitled to?"

2. In this reference neither the concerned workman nor his representative appeared. However, the management side appeared through their authorised representative and filed authorisation in this reference before this Tribunal but did not submit any written statement. It is seen from the record that the instant reference was received by this Tribunal on 10-6-1999 and since then it is pending for disposal. As the concerned workman failed to appear, registered notices were issued to the workman side but in spite of the issuance of notices they failed to appear before this Tribunal. They also did not even respond to the notices issued by this Tribunal. In natural course the question will arise what will be the fate of the reference made by the Ministry for its disposal. The reference is made on the basis of dispute raised by the concerned workman/union. Naturally responsibility rests with the concerned workman/union to assist the Court to dispose of the reference in issue on merit. In view of the decision reported in 2002 (94) FLR 624 it will not be just and proper to pass 'No Dispute' Award when both parties remain absent. There is also no scope to answer the reference on merit in absence of any W. S. and available documents. There is no dispute to hold that when any reference is made it is expected to be disposed of on merit but when the parties do not take any step or do not consider even to file W. S./documents such expectation to dispose of the reference on merit comes to an end. It is not expected that for years together the Court will pursue the matter *suo moto* with the expectations for appearance of the workman in spite of issuance of registered

notices. As per I. D. Act the workman excepting under provisions of Section 2A is debarred from raising any industrial dispute. The disputes are mainly raised by the Union for their workmen. These unions in spite of receiving notices do not care to appear before the Court for the interest of the workman and as result they have been deprived of getting any justice. Untill and unless the attitude of the union is changed I consider that this uncalled for situation will persist. Definitely it is the duty of the Court to dispose of the reference on merit but it depends on the cooperation of both sides. Here the record will clearly expose that sufficient opportunities had been given to the workman/union but yielded no result. This attitude shows clearly that the workman side is not interested to proceed with the hearing of the case for disposal on merit.

Under the facts and circumstances, I also do not find any sufficient reason to drag on the case for an indefinite period. Accordingly as there is no scope to dispose of the reference in question on merit, the same is closed.

B. BISWAS, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1445.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० चौगले एण्ड कं. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई नं. 2 के पंचाट (संदर्भ संख्या 45/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-04-03 को प्राप्त हुआ था।

[सं. एल-29012/167/98-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 23rd April, 2003

S.O. 1445.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Chowgule & Co. and their workman, which was received by the Central Government on 23-04-03.

[No. L-29012/167/98-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II MUMBAI****PRESENT**

S. N. SAUNDANKAR

PRESIDING OFFICER

REFERENCE NO. CGIT-2/45 OF 1999.

**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF M/S. CHOWGULE &
COMPANY LTD.**

M/s. Chowgule & Company Ltd.

Chowgule House,

Mormugao Harbour,

Goa 403803.

AND

THEIR WORKMEN

Chowgule Employees Union,

P.O. Box No. 90

Vasco-da-gama

Goa 403802

APPEARANCES :

FOR THE EMPLOYER : Mr. R. N. Shah
Advocate.

FOR THE WORKMEN : Mr. V. A. Pai
Advocate

Mumbai Dated 21st February, 2003

• AWARD — PART - I.

The Government of India, Ministry of Labour by its Order No. L-29012/167/98/IR(M) dated 10-2-1999 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of M/s. Chowgule and Company Ltd. Goa, in dismissing Shri Subash G. Velvoikar, Operator, from the service w.e.f. 30-3-1998 is legal and justified? If not, to what relief the workman is entitled to?”

2. Workman Velvoikar was in the employment of the management company. He was working as operator. By Statement of Claim (Exhibit-6) union contended that the workman had put about 24 years service and he was Vice President of the Union. He was chargesheeted on 9th May '96 for the allegation that he misbehaved with his co-worker Shri Maruti Desai by going to his quarter No. 4 in Pale Mines Colony and there he beat and abused, threatened him concerning to his life, and on that count, he was suspended by the order dtd. 24-4-96. It is pleaded that the inquiry conducted against the workman was not fair and proper and the findings are perverse. It is contended as per standing order clause 21 inquiry of the employee of the company is to be conducted by officer of company not connected with the happenings or reporting of happenings however, inquiry in connection with workman was conducted by the outsider who was an advocate contrary to the standing orders and therefore

inquiry is illegal. It is pleaded that workman had not lodged a complaint with police however Mr. Desai lodged complaint about the incident. It is contended workman being an union activist with vindictive attitude inquiry was conducted and that based on the findings company dismissed him. Consequently since inquiry vitiates, be set aside.

3. Management company resisted the claim of workman by filing Written Statement (Exhibit-7) contending that on 24-4-96 at about 19.30 Hrs. workman entering in the workers colony assaulted co-worker Maruti Desai and threatened him of dire consequences and that this misbehaviour amounts to 'misconduct' hence he was chargesheeted and pending that he was suspended. It is contended that inquiry was held by an independent inquiry officer and that giving sufficient opportunity inquiry officer found the charges proved and based on the findings, workman was dismissed from the service vide letter dtd. 30-3-98—11-4-98. It is pleaded inquiry being fair and proper does not vitiate and therefore the claim of union being devoid of substance, be dismissed with costs.

4. On the basis of the pleadings preliminary issues were framed at Exhibit-10 and in that context workman filed affidavit in lieu of Examination in Chief (Exhibit-20) and union closed evidence vide purshis (Exhibit-25). In rebuttal Advocate Mr. Ashok Gaikwad Inquiry Officer filed his affidavit (Exhibit-21) and the General Manager (Administration) Mr. Sinha (Exhibit-27) and management closed oral evidence vide purshis (Exhibit-28).

5. Union filed written submissions (Exhibit-29) and the management (Exhibit-30) with copies of the rulings. On perusing the record as a whole, written submissions and hearing the counsels for both sides, I record my findings on the following preliminary issues for the reasons mentioned below :

Issues	Findings
1. Whether the domestic inquiry which was conducted against the workman was against the Principles of Natural Justice ?	No
2. Whether the findings of the inquiry officer are perverse ?	No

REASONS

6. At the outset the Learned Counsel Shri Pai for the workman submitted that admittedly domestic inquiry against the workman was conducted by Advocate Shri Gaikwad an outsider, in contravention to the provisions of the Model Standing Orders applicable to the company and the workman and therefore, the inquiry itself is illegal and vitiates. Mr. Shah the Learned Counsel for the management company urged with force that the Certified Standing Orders do not specifically require that inquiry officer should only be an employee of the company

as deposed to by General Manager Mr. Sinha and submitted that the object of conducting the domestic inquiry is to enable the inquiry officer to give his findings on the charges levelled against the workman and that the right of the employer to conduct the inquiry is not restricted by the Standing Orders only to the industrial establishment. He has relied on the decision of Bombay High Court in *Sandvik Asia Ltd. V/s. Maruti Mahipati Jagadale & Anr. 2002 II CLR 1018* and *Indian Telephone Industries Ltd. V/s. Devishanker Kumar Shukla 2000-I-LLJ 531*.

7. The inquiry officer Mr. Gaikwad stated that workman never objected his appointment during the entire proceedings. Workman in his cross-examination pointed out that proceedings was recorded by Enquiry Officer in the presence of himself and his Defence Representative and that he had not complained in writing for holding inquiry by Gaikwad an outsider. This shows that workman and his Defence Representative were aware that Advocate Mr. Gaikwad an outsider, was conducting the inquiry, coupled with the fact that the employer has been appointing outsiders without appointment being challenged by itself would indicate that both the parties have understood the certified standing orders to mean that, even outsiders can be appointed as inquiry officer. In *Sandvik Asia's* case cited by Mr. Shah His Lordship of Bombay High Court ruled that "considering that the object of conducting domestic inquiry is to enable the inquiry officer to give his findings unbiased i.e. without favouring to any of the parties, cannot be said to be in contravention to the standing orders. In *Indian Telephone Industries Ltd's* case Their Lordships of Supreme Court observed that the requirement to appoint an inquiry officer an outsider is to eliminate the likelihood of any bias and such provision can be construed to mean that a person who is not even an employee being an outsider having no interest in the outcome of the domestic inquiry is to be excluded. Relying on the decisions hardly can be said that inquiry vitiates, if conducted by an outsider.

8. So far the other factors in connection with domestic inquiry Their Lordships of Apex Court in *Sur Enamel and Stamping Works V/s. Their Workmen 1963 II LLJ SCC pg. 357*, ruled that enquiry cannot be said to have been properly held unless :

- (1) the employee proceeded against has been informed clearly of the charges levelled against him.
- (2) the witnesses are examined-ordinarily in the presence of the employee in respect of the charges.
- (3) the employee is given a fair opportunity to cross-examine witnesses.
- (4) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter, and
- (5) the inquiry officer records his findings with reasons for the same in his report.

9. Workman mainly relies on the ground of appointment of an outsider as inquiry officer and that he did not point out any other ground. Infact, in cross-examination para 8 workman clearly admitted that he participated in the inquiry in respect of the chargesheet dtd. 9-5-96. His DR had cross-examined the witnessess of the management. He himself examined witnessess on his behalf and that the proceeding was recorded in the presence, which is as per the tests laid down in above said ruling. Therefore going through the inquiry proceedings and the evidence, it is apparent that inquiry was conducted giving full opportunity to the workman and is in accordance with the principles of natural justice.

10. So far perversity of findings are concerned, Learned Counsel Mr. Pai submitted that without giving any reasons the findings are recorded. The inquiry proceedings filed with list (Exhibit-8) showed the grounds for coming to the conclusions. 'Perversity' is that, when the findings are such which no reasonable person would have arrived at on the basis of the material before it. Workman himself in his statement of Claim para 8 (g) recited that on the day of the incident i.e. 24-4-96 at about 9.00 p.m. he met complainant Mr. Maruti Desai and that said Maruti Desai under the influence of liquor abused him which throws light on incidence. Considering the evidence as a whole, hardly can be said that the findings recorded are not based on the evidence and the documents on record. The findings being not perverse and the inquiry as per the Principles of Natural Justice, Issues Nos. 1 & 2 are answered accordingly and hence the order :—

ORDER

The domestic inquiry conducted against the workman was as per the Principles of Natural Justice. The findings of the inquiry officer are not perverse.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1446.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 72/99) को प्रकटित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-12011/90/99-आई. आर. (बी. II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 23rd April, 2003

S.O. 1446.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/99) of the Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of

Syndicate Bank and their workman, which was received by the Central Government on 22-04-2003.

[No. L-12011/90/99-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT,
ERNAKULAM

(IN THE LABOUR COURT, ERNAKULAM)

(Monday, the 23rd day of March, 2003)

PRESENT : Smt. N. Thulasi Bia, B.A.L.L.B.,

Presiding Officer

Industrial Dispute No. 72 of 1999 (Central)

BETWEEN

The Asst.-General Manager, Syndicate Bank, Muthoot
Towers, M.G. Road, Ernakulam.

AND.

The workman of the above concern represented by the
Assistant Secretary, Syndicate Bank Staff Association,
XI/6465, T.D. Road, Ernakulam.

REPRESENTATIONS:

Sri. M. P. Ashok Kumar,

Nambiar & Co.

Advocates,

Pournami,

Chittoor Road, Kochi-11.

.....For Management

Sri N. Nagaresh,

Advocate,

Ernakulam, Kochi-14.

.....For Union

AWARD

This reference was made by the Central Government as per order No. L-12011/90/99/IR (B-II) dated 25-10-1999. The dispute is between the management of Syndicate Bank and their workman Sri. M.A. Paul, Clerk. The dispute referred is :

"Whether the action of the management of Syndicate Bank to impose the punishment of reduction of pay by one stage for one year upon Sri. M.A. Paul, Clerk and debarring him from considering his candidature for promotion is if not, what relief the workman concerned is entitled to?"

In the reference the workman is represented by the Assistant Secretary, Syndicate Bank Staff Association, Ernakulam.

2. On receipt of notices issued from this court the union representing the workman and management appeared through counsel.

3. The union filed a claim statement and the management filed a written statement raising their respective pleadings. There after no rejoinder was filed

and the case was pending for evidence. Today when the case was called the union representative and the workmen were absent. The union's counsel has no instructions from the party. It was represented by the management's counsel that the concerned workman availed V.R.S. and the claims were accordingly settled. In view of the above circumstances I am satisfied that there exists no dispute at present to be adjudicated by this court.

In the result, an award is passed finding that there exists no industrial dispute at present to be adjudicated by this court.

Dictated to the Confidential Assistant, transcribed and typed out by her, corrected by me and passed this the 3rd day of March, 2003.

Ernakulam. N. THULASI BAI, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1447.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 242/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-12025/1/2003-आई. आर. (बी. II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 23rd April, 2003

S.O. 1447.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 242/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 22-04-2003.

[No. L-12025/1/2003-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail

Presiding Officer

Dated 31st day of March, 2003

INDUSTRIAL DISPUTE No. L. C.I.D. 242/2001

(Old I.D. No. 121/98 transferred from Labour Court-I,
Hyderabad)

BETWEEN

Sri S. Mahaboob Basha,
S/o S. Ghouse Mohinuddin,
C/o 16-9-749/41/1, Old Malakpet,
Hyderabad-36.

.....Petitioner

AND

The General Manager (P),
Andhra Bank,
Central Office,
Hyderabad.

.....Respondent

APPEARANCES:

For the Petitioner : M/s G. Ravi; Moha,
R. Devender Reddy,
Ch. Satyanarayana &
G. Srinivas Reddy,
Advocates

For the Respondent : M/s S. Udayachala Rao,
S. Lavanyalakshmi,
S. Vikramaditya Babu &
S. Mujib Kumar,
Advocates

AWARD

This case I.D. No. 121/98 is transferred from Labour Court-I, Hyderabad in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR (C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 242/2001. This is a case taken under Sec. 2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Inspite of several adjournments given from 9-9-2002 for enquiry of the Petitioner for 12 adjournments including 31-3-2003 the Petitioner has not turned-out. Inspite of number of adjournments the Petitioner has failed to produce any evidence in support of his claim. Petitioner's Counsel reports no instructions. There is nothing on record to support the contention of the Petitioner. Therefore, it is held that the Petitioner is not entitled for any relief.

Accordingly a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of March, 2003.

E. ISMAIL, Presiding Officer

APPENDIX OF EVIDENCE

Witnesses examined for
the Petitioner

NIL

Witnesses examined for
the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1448.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 24/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-12025/1/2003-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 23rd April, 2003

S.O. 1448.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 22-04-2003.

[No. L-12025/1/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD

PRESENT:

Shri E. ISMAIL, Presiding Officer

Dated 31st day of March, 2003

INDUSTRIAL DISPUTE L.C.I.D. No. 24/2001

BETWEEN

Sri M. V. Narayana,

D.No. 1/3220/A, Muddanoor Road,

Pulivendla Post-516390.

.....Petitioner

AND

1. The Managing Director,
The Andhra Bank,
Central Office, Andhra Bank Buildings,
Sultan Bazaar,
Hyderabad.

2. The Branch Manager,
The Andhra Bank, Pulivendla Branch,
Pulivendla, Cuddapah District.

.....Respondent

APPEARANCES:

For the Petitioner : M/s. B. G. Ravindra Reddy,
S. Prabhakar Reddy,
Srinivasulu & B. V.
Chandrasekhar, Advocates

For the Respondent : M/s S. Udayachal Rao,
S. Lavanya Lakshmi,
S. Vikramaditya Babu &
S. Mujib Kumar,
Advocates

AWARD

This is a case taken under Sec. 2A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others. This case has been numbered as L.C.I.D. 24/2001 and notices issued to the parties.

2. Brief averments of the petition are : that the Petitioner was appointed as a temporary attender in the Respondent bank on 1-12-1989. Since then, the Petitioner has been working to the entire satisfaction of his superior officers without any complaints of whatsoever nature. While so the Petitioner was not allowed to join duty from 31-10-2000 without any notice. That the Petitioner had approached the Respondents several times requesting for his reinstatement into service. The Respondent has not shown any response except postponing the matter on some pretext or the other. The Petitioner therefore constrained to approach this Hon'ble Court by filing this petition. The Petitioner has completed 240 days of service in one year. No notice or retrenchment compensation was paid which is violative of Sec. 25 G and H of the Industrial Disputes Act. Several persons appointed much later to the Petitioner are being continued in service. His last drawn salary was Rs. 3600. He is not able to get employment anywhere. Hence, he may be reinstated with back wages, continuity of service and all other attendant benefits.

3. Besides raising several contentions in the counter it was stated that the Petitioner was in the panel of the temporary sub-staff of Cuddapah district. He figures at serial No. 9. In terms of the afore mentioned settlement dated 9-1-95 and also as per the practice of the bank, the services of the Petitioner will be utilized in leave/casual vacancies as and when they arise on rotation basis along with the other candidates in the panel. He will be absorbed into bank's regular service as and when permanent vacancies arise in the branches of the Bank in Cuddapah district, in the order of the seniority in the panel and subject to rules regarding reservations for SC/ST & OBC. As on date, there are no vacancies identified in the branches of the bank in Cuddapah district. Even assuming without admitting that there are vacancies, the absorption of the candidates in the panel shall take place only in the

order of their seniority in the panel and subject to rules regarding reservations for SC/ST & OBCs. The allegation of the Petitioner that his services were terminated without any notice is incorrect and the said allegation is denied. It is submitted that non-renewal of temporary appointment which is made for a specified period on expiry of period for which the said appointment was made cannot be termed as termination. The question of termination of the Petitioner never arose. The question of payment of retrenchment compensation or compliance with the rules governed under Sec. 25 F. Hence, the petition may be dismissed.

4. The Petitioner examined himself as WW1 and deposed that he was appointed as an attender in Respondent bank with effect from 1-12-89 in Pulivendla branch. Since then, he worked as and when the work was given by the Respondent and he was terminated from service on 31-10-2000. He requested the Respondent several times for reinstatement but to no avail. Ex. W1 is the representation dated 25-3-2001, though the said representation was received with the bank, he was not reinstated into service. He had put in more than 240 days of service from 1-10-97 to 30-9-98. During the said period he worked for 253 days. Ex. W2 is the service certificate from May, 1997 to March, 1998. The said certificate shows that he worked for 240 days in the bank. His name was also included in the panel, which is Ex. W3 and his name is at serial number nine. He is a physically handicapped person and his name is included in the said category. Ex. W4 is physically handicapped certificate dated 9-10-97. Ex. W5 and Ex. W6 are other certificates. At the time of termination he was not given notice or pay in lieu of it. Hence, he may be reinstated with full back wages. In the cross examination he deposed that he has not filed any appointment order. He has worked in leave vacancy. During the period shown in Ex. W2 he worked in the leave vacancy. He does not know the contents of Ex. M1. He learnt that there was an agreement between the union and the bank about the employment. It is not true to suggest that he does not come into the category of persons to be absorbed and he filed this petition as per Ex. M2 and not entitled for any relief.

5. Sri B. Prasada Rao, Law Officer, Andhra Bank, was examined as MW1. That the Petitioner was empanelled in pursuance of the said settlement dated 9-1-97 which is marked as Ex. M1. Juniors of the petitioner were not given service. Ex. M2 is the circular issued by the Staff Department regarding empanelment/absorption of temporary employees. As on date the Petitioner stand at serial No. 9 in the matter of seniority maintained by the Cuddapah district. Bank is not at all interested in denying absorption when his turn comes. Depending upon the arising of vacancies the turn of any empanelled will come. The turn cannot be accelerated. Ex. M3 is the list of temporary candidates empanelled in terms of settlement dated 9-1-95. The Petitioner is not entitled for any back

wages or any other service benefits except absorption when his turn comes. In the cross examination he deposed that the Petitioner has been working on temporary leave vacancy since 1-12-89. The Petitioner might have worked for 240 days from 1-5-97 to 30-4-98. In Cuddapah District four persons were given regular absorption from Ex. W3 panel. The Petitioner is at serial No. 9. Ex. M1 settlement is continues to be in force.

6. It is argued by the Learned Counsel for the Petitioner that no notice of termination was given or pay in lieu thereof and further the Petitioner has worked for 240 days. Hence, he is entitled for absorption and back wages. Therefore he prays that the Petitioner may be allowed as prayed for.

7. The Respondent's Counsel submits that the MW1 has stated categorically who is no other than the Law officer of the bank that in pursuance of agreement Ex. M1 panel for Cuddapah District was prepared, which is Ex. M3. out of which the Petitioner is at serial No. 9 and four persons have already been absorbed and there was no hesitation in absorbing when the Petitioner's turn comes. Therefore, the Petitioner is not entitled for any relief. Hence, he prays that the Petition may be dismissed.

8. It may be seen that without going into niceties of whether a notice was issued or not suffice it to say the bank in earnest is putting agreement Ex. M1 into force and already appointed 4 persons in the panel and they say that in due course when his turn comes he will also be given. Hence, suffice it to say that the ends of justice will be met, if the respondent is directed to strictly adhere to Ex. M3 list and when the Petitioner's turn comes he should be informed by registered post with acknowledgement due in the address furnished in this Petition and relaxation shall be given in age taking his date of birth as on 1-12-1989. With these directions the award is passed accordingly.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 21st day of March, 2003.

E. ISMAIL, Presiding Officer

APPENDIX OF EVIDENCE

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri M. V. Narayana	MW1 : Sri B. Prasada Rao

DOCUMENTS MARKED FOR THE PETITIONER

Ex. W1 : Copy of representation of WW1 dt. 25-3-2001
Ex. W2 : Copy of service certificate dt. 27-5-98
Ex. W3 : Copy of empanelment list dt. 1-3-96
Ex. W4 : Copy of physically handicapped certificate dt. 9-10-97

Ex. W5 : Copy of service certificate dt. 18-12-2000

Ex. W6 : Copy of service certificate dt. 18-11-1991

DOCUMENTS MARKED FOR THE RESPONDENT

Ex. M1 : Copy of settlement dt. 9-1-97

Ex. M2 : Copy of circular dt. 18-10-91 issued by Staff Department

Ex. M3 : Copy of empanelment list dt. 1-3-96

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1449.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 8/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/265/2000-आई. आर. (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1449.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/265/2000-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

In the matter of a reference u/s 10 (1) (d) (2A) of the Industrial Disputes Act, 1947

REFERENCE NO. 8 OF 2002

PARTIES : Employers in relation to the management of Moira Colliery, M/s. Eastern Coalfields Ltd.

AND

Their Workmen

PRESENT : Shri Ramji Pandey, Presiding Officer

APPEARANCES :

For the Employers : Shri P. K. Das, Advocate.

For the Union : Shri S. K. Pandey,

Chief General Secretary,

Koyla Mazdoor Congress.

State : West Bengal.

Industry : Coal.

* Dated, the 24th February, 2003.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour, by its Order No. L-22012/265/2000-IR(CM-II) dated 01-03-2002, has referred the following dispute for adjudication by this Tribunal :

SCHEDULE

"Whether the action of the management of Moira Colliery of M/S. Eastern Coalfields Ltd. in Dismissing Sh. Gunumoy Bouri, Underground Loader from service vide letter dated 17-12-98 is legal and justified? if not, to what relief the workman is entitled to?"

2. In response to the summons issued by the Tribunal both the parties appeared through their respective representatives. Sri P. K. Das, Advocate appeared for the management and Sri S. K. Pandey, Chief General Secretary of K.M.C. appeared for the union (workman). Both the parties filed their respective written statements and contested the dispute.

3. The facts of the case in brief are that the workman, namely, Sri Gunumoy Bouri was an employee of M/S. E.C. Ltd. and was posted at Moira Colliery as U.G. Loader. He became absent from his duty from 2-6-98 to 28-8-98 and on the charge of unauthorised absence the management dismissed him from service. The union has challenged the order of dismissal.

4. The case of the Union (workman) in brief is that the workman was sick from 2-6-98 to 28-8-98 and when he was declared fit he reported for his duty on 29-8-98 with sick certificate issued from the Medical Officer duly signed by the Colliery Medical Officer, but the management did not allow him to resume the duty rather he was served with a chargesheet on the allegation of unauthorised absence. The workman replied the chargesheet and placed the case to the effect that due to the fact of sickness he could not attend his duty, but the management initiated a domestic enquiry and thereafter dismissed him from service. The order of dismissal is illegal and unjustified because no misconduct was committed by the workman and finding of the Enquiry Officer in this regard is not correct. It is further stated that in any view of the matter the punishment of dismissal from service is harsh and disproportionate and accordingly a prayer has been made to direct the management to reinstate the workman in service with full back wages.

5. The case of the management in brief is that the workman became absent for the above-mentioned period without taking leave or prior permission of the management and his absence was unauthorised. Although the workman submitted his reply to the chargesheet stating therein that he was sick and was undergoing treatment at

Khandra P.H.C., but the reply of the workman was found unsatisfactory and a domestic enquiry was started. The workman fully participated during enquiry proceeding and he was given all reasonable opportunities to defend himself, but the Enquiry Officer gave a finding to the effect that the charge against the workman was established and accordingly after careful consideration the competent authority dismissed the workman from service. Further the case of the management is that the punishment of dismissal is not harsh and disproportionate. The workman never fell ill and he was not getting any medical treatment and such plea of the workman is false and incorrect. The workman never informed the management earlier about the fact of his illness and on the basis of above pleading the management has submitted that the punishment of dismissal is justified and it does not require any interference by the Tribunal.

6. In its written statement the union has admitted that the workman participated during enquiry proceeding. At the time of hearing on the point of fairness and validity of the enquiry proceeding the union did not challenge the same and as such by order dated 30-1-2003 the enquiry proceeding has been held to be fair and valid.

7. The first point for consideration is as to whether the charge against the workman has been established and the finding of the Enquiry Officer is correct and based on the materials produced during enquiry. It is admitted by both the parties that the workman was absent from his duty from 2-6-98 to 28-8-98. It is also admitted that the workman did not obtain prior leave by any authority for this period. In defence of the workman the only plea has been taken by the union is that the workman was sick and was undergoing treatment by the Medical Officer, Khandra (Ukhra) B.P.H.L., Burdwan and no sooner he reported for his duty to the Agent of the colliery on 29-8-98 he submitted medical certificate which was countersigned by the Medical Officer of the colliery. The learned lawyer for the management fairly admitted that during enquiry the workman had taken the plea of illness and had produced a sick certificate. I perused the enquiry report including the statements of the witness and the finding of the Enquiry Officer. In the finding itself the Enquiry Officer has admitted that the workman had taken the plea of illness and he had produced the sick certificate. This aspect has not been denied by any witness of the management. It has been contended by the witness of the management that the workman did not inform the management earlier. Although the Enquiry Officer has given a finding giving his opinion that the charge against the workman has been established, but I find that he has not considered the plea of the workman regarding his sickness and production of sick certificate. The plea of sickness of the workman and the Medical Certificate produced by him has not been disbelieved by the Enquiry Officer. I also do not find any reason to disbelieve the medical evidence produced by

the workman because there is no evidence on the record to controvert the plea of workman regarding his illness and hence I find and hold that the finding of the Enquiry Officer is not correct.

8. Next point for consideration is as to whether the punishment of dismissal from service is justified. In this regard learned lawyer for the management submitted that the absence of the workman was unauthorised and from the finding of the Enquiry Officer it appears that the workman was a habitual absentee and hence the punishment of dismissal is justified. On the other hand, Sri S. K. Pandey, the representative of the union, submitted that the absence of the workman was not unauthorised and any punishment could not be awarded against the workman. He further submitted that even if it is admitted that absence of the workman was unauthorised the punishment of dismissal is harsh and disproportionate. In view of contrary submissions I perused the enquiry report and the materials produced during the same. It has been already held that due to sickness the workman could not attend his duty and the finding of the Enquiry Officer in this regard has been found to be incorrect. The only fault on the part of the workman is that he did not give prior intimation to the management regarding his sickness. In this regard in his statement during enquiry the workman has stated that there was none available to him through whom he could send information to the management because he was under treatment at Khandra Health Centre. No reason has been assigned by the Enquiry Officer to disbelieve this statement of the workman. Although it was submitted by the learned lawyer for the management that the Enquiry Officer has given a finding that the workman is habitual absentee but I find that there was no charge against the workman on the allegation of habitual absenteeism or any earlier absence in past and hence the finding of the Enquiry in this regard is baseless and that cannot be considered against the workman. In any view of the matter, the punishment of dismissal is shocking and disproportionate and hence the order of dismissal is set aside and the management is directed to reinstate the workman in service. It has been neither pleaded nor proved by the management that the workman was gainfully employed during this period and hence the workman will be entitled to 75% of the back wages. In the above manner the award is passed.

RAMJI PANDEY, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1450.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय बी. बी. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,

आसनसोल (संदर्भ संख्या 65/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/174/97-आई. आर. (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1450.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-04-03.

[No. L-22012/174/97-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

In the matter of a reference u/s. 10 (1) (d) (2A) of the
Industrial Disputes Act, 1947

Reference No. 65 of 1997

Parties : Employers in relation to the management of
M/S. B. C. C. Ltd.

AND

Their Workmen.

Present : Shri Ramjee Pandey.

Presiding Officer.

Appearances :

For the Employers : Shri P. K. Das, Advocate.

For the Union/Workman : Shri S. K. Singh,
Branch Secretary,
Janta Mazdoor Sangh
(HMS).

Dated, the 28th February, 2003

AWARD

By Order No. L-22012/174/97-IR (C-II) dated 12-11-1997 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication by this Tribunal :

"Whether the action of the management of Damagoria Colliery of M/S. BCCL in dismissing the services of Sh. Tapan Bouri is justified ? If not, to what relief is the concerned workman entitled ?"

2. In response to the summons issued by the Tribunal both the parties appeared through their respective representatives Shri P. K. Das, Advocate, appeared for the management and Shri S. K. Singh, Branch Secretary of Janta Mazdoor Sangh (HMS) appeared for the union. Both the parties filed their written statements and contested the dispute.

3. The facts of the case, in brief, are that the workman, namely, Tapan Bouri, was posted as Underground Loader at East Ramnagar unit of Damagoria Colliery of M/s. BCCL. He has been dismissed from his service on the charge of absence from 20-1-1994 to 7-8-1995 and the union has challenged the order of dismissal.

4. The case of the union (workman), in brief, is that the workman was suffering from mental sickness and mental disorder due to which he became absent. He had informed the management about his sickness by his mother, Smt. Sarala Bouri who was also a co-worker of the workman and one another co-worker, namely, Smt. Purni Rabidas. The workman did not avoid to attend his duty deliberately rather due to his mental sickness and undergoing treatment which was beyond his control. Although the workman gave information to the management about his sickness but the management issued a charge-sheet alleging that absence of the workman was unauthorised and although no misconduct was proved during domestic enquiry, but the management illegally dismissed the workman from services. It has been further stated that the finding of the Enquiry Officer is against the materials on the record and the competent authority did not apply his mind towards the materials collected during enquiry and illegally dismissed the workman from service without any misconduct on the part of the workman and hence the order of dismissal is illegal and unjustified and accordingly a prayer has been made to direct the management to reinstate the workman in service with full back wages.

5. The case of the management, in brief, is that the workman became absent from his duty without leave or prior intimation to the management and hence the absence of the workman was unauthorised. The workman was charge-sheeted for alleged misconduct and he submitted his explanation but the same was found unsatisfactory and hence a domestic enquiry was conducted. The workman participated during enquiry and adduced his evidence but during enquiry the charge against the workman was fully established. After considering the report of the Enquiry Officer carefully and other connected papers the Disciplinary Authority was satisfied with the misconduct of the workman was established and accordingly, after considering the past service of the workman dismissed him from service. The order of dismissal is in accordance with the gravity of misconduct and the same is justified. It is further alleged that the workman was habitual absentee having poor attendance for the last three years before his present absence and this fact also justifies the order of

dismissal. On the basis of the above pleading it has been further stated that the order of dismissal is justified and the same does not require interference by the Tribunal.

6. From perusal of enquiry report it is clear that the workman participated during enquiry and he adduced evidence in his defence. During hearing on the point of fairness and validity of the enquiry proceeding, by order dated 25-3-1998 it has been held that the enquiry proceeding is valid.

7. First point for consideration is as to whether the charge against the workman has been established and the finding of the Enquiry Officer is correct. It is admitted by both the parties that the workman was absent from his duty from 20-1-1994 to 7-8-1995. It is also admitted by the union that the workman could not obtain leave before became absent from his duty. It has been also pleaded that during the period of absence when the workman was undergoing treatment informed the management about his sickness repeatedly. In this regard learned lawyer for the management submitted that the workman could not prove the fact of his illness by any documentary evidence and hence the Enquiry Officer has correctly arrived at a finding that the charge against the workman has been established. He further submitted that during enquiry it has been established that the workman did not inform the management in writing about his sickness and hence total finding of the Enquiry Officer is correct. On the other hand, the representative of the union submitted that two witnesses have been examined on behalf of the workman and they have positively stated that the workman was suffering from mental sickness and was under the treatment of Dr. Hari Pada Ghosh and they have also stated that the management was orally informed about sickness of the workman. The Enquiry Officer also has mentioned in his finding the above facts. The witness examined on behalf of the management who was posted as Leave Clerk has also supported this fact that the mother of the workman, who was also a co-worker, orally informed him about the sickness of the workman, but the Enquiry Officer has wrongly given a finding that the charge against the workman has been proved.

8. In view of contrary submissions I perused the enquiry report and the evidence recorded during same. The workman has examined himself before the Enquiry Officer and has stated that he was mentally sick due to which he could not attend his duty. He has further stated that he informed the management about his sickness through his mother, Smt. Sarala Bouri, the mother of the workman and Smt. Purni Rabidas, both co-workers have given evidence on behalf of the workman and they have positively stated that due to mental sickness the workman became absent from his duty. They have further stated that they informed the Leave Clerk, namely, Ratneswar Mitra, about the mental sickness of the workman. Smt. Sarala Bouri has further stated that the

workman was suffering from mental sickness and was under the treatment of Dr. Hari Pada Ghosh. Ratneswar Mitra has been examined on behalf of the management. He was posted as Leave Clerk in the colliery of the management and he has also admitted that the mother of the workman had given verbal information to him thrice about mental sickness of the workman. The Enquiry Officer also has mentioned this fact in his enquiry report. There is no evidence on record to controvert the evidence adduced on behalf of the workman about his sickness and regarding verbal information to the management through the Leave Clerk about his sickness. The copy of sick certificate is on the record which was issued on 4-8-1995 by Dr. Hari Pada Ghosh from which it is clear that the workman was under his treatment for his mental sickness from 20-1-1994 to 4-8-1995. In view of the above discussions I find that the workman has proved the fact that he was sick and was undergoing treatment and due to his mental sickness he became absent from his duty. The absence of the workman was not intentional and hence the same cannot be treated as a misconduct. In this view of the matter, I find and hold that the charge of misconduct against the workman has not been established and the opinion of the Enquiry Officer in this regard is not correct.

9. Next point for consideration is as to whether the punishment of dismissal from service is justified. It has been already held that no misconduct on the part of the workman has been established and hence no punishment could have been awarded to him. In any view of the matter the punishment of dismissal from service cannot be justified and hence I find and hold that the order of dismissal is not justified. Accordingly the order of dismissal is set aside and the management is directed to reinstate the workman in service, but considering the fact that the management has been deprived of the service of the workman for such a long period the workman will be paid to 50% of the back wages. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1451.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल (संदर्भ संख्या 59/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/105/95-आई. आर. (सी.-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1451.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol, as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/105/95-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

In the matter of reference U/S. 10 (1) (d) (2A) of I.D. Act, 1947.

Reference No. 59 of 1995

PARTIES : Employers in relation to the management of
M/s. E.C.L.

AND

Their Workmen

Present : Shri Ramjee Pandey.

Presiding Officer.

APPEARANCES :

For the Employers : Shri P. K. Das, Advocate.

For the Workman/Union : Shri N. Ganguly, Advocate.

State : West Bengal.

Industry : Coal.

Dated, the 28th February, 2003.

AWARD

By Order No. L-22012/(105)/95-IR (C-II) dated 10-10-1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication by this Tribunal :

"Whether the dismissal of Sh. Ramayan Singh, Ex-Security Guard, 7 & 9 Pits, Chora Colliery under Kenda Area of M/s. ECL, P.O. Bahula, Distt. Burdwan (W.B.) w.e.f. 3-8-95 by the G. M. Kenda Area is justified or not? If not, to what relief the workman is entitled?"

2. In response to the summons issued by the Tribunal both the parties appeared through their respective representatives. Shri P. K. Das, Advocate, appeared for the management and Sri N. Ganguly, Advocate, appeared for the union (workman). Both the parties filed their respective written statements and contested the dispute.

3. The facts of the case, in brief, are that the workman, namely, Ramayan Singh, was an employee of M/s. E.C.L. and was posted as Security Guard in 7 & 9 Pits of Chora Colliery under Kenda Area. During his service period the management issued a charge-sheet dated 16/17-12-1992 alleging therein that on 15-12-1992 the workman was deputed by Security Havildar, Rupnarayan Singh, to perform specific duty as Gun Guard in the office

of the 7/9 pits of Chora Colliery for guarding cash kept in the office safe from 6.30 p.m. till next morning, during which the workman took liquor during duty hour and slept near the office of 7/9 pits under a banyan tree, during which Sri B.N. Tiwary, Office Superintendent saw him sleeping and he got the gun of the workman and deposited with the Security Havildar on duty and it was further alleged that the workman failed to keep it under his custody and in the same night at 2.15 a.m. a group of miscreants tried to snatch the gun of other security guard on duty only due to the fact that the workman was sleeping during his duty hour. It has been further alleged that in past also he had been reprimanded a number of times for such type of misconduct during his duty and it has been alleged that the management has a belief that the workman connived with that particular happening. Although the workman submitted his reply to the charge-sheet but the management initiated a domestic enquiry and after concluding the enquiry he was dismissed from his service w.e.f. 3-8-1993 and the union has challenged the order of dismissal.

4. The case of the union, in brief, is that while the workman was on duty on 15-12-1992 alongwith his colleague Parichhan Singh, he developed pain in his chest and abdomen all on a sudden and requested his colleague to inform the Security Havildar and deposit his gun and cartridges. Thereafter he became unconscious and he did not know as to who deposited his gun. At about 2.30 a.m. he regained his consciousness and heard hue and cry. On enquiry he learnt that the gun of his colleague had been snatched. Again he went there, got his gun and fired two rounds in presence of all including Manager. In his explanation to the charge-sheet he submitted the very fact but the same was not considered by the management. It is further stated that the Enquiry Officer was biased and he did not give full opportunity to the workman to produce his defence witness. During enquiry except the charge of sleeping on duty no other charge has been proved and as such the finding of the Enquiry Officer is perverse. The Enquiry Officer did not consider the plea of the workman that he had become unconscious and the Controlling Officer also did not consider these facts and mechanically placed reliance on the finding of the Enquiry Officer and passed the order of dismissal. The order of dismissal is illegal and unjustified. It is further alleged that the punishment of dismissal is harsh and disproportionate to the nature of misconduct said to be established against the workman and accordingly a prayer has been made to hold the order of dismissal unjustified and to direct the management to reinstate the workman in service with back wages.

5. The case of the management, in brief, is that the workman was allotted a serious duty to guard the cash of the office for the whole night but the workman was so negligent in performing his duty that he slept due to which some criminals tried to snatch the gun of other security guard and the workman could not rescue the same and

ultimately one gun of another security guard was snatched by the criminals. The negligence of the workman in duty was serious due to which the management issued a charge-sheet, but the reply of the same submitted by the workman was not satisfactory and consequently a domestic enquiry was started. During enquiry the workman participated and he was given reasonable opportunity to defend himself. After concluding the enquiry the Enquiry Officer submitted the report with a finding that the charge against the workman was established and after careful consideration of the materials on record the competent authority dismissed the workman from service. The management has denied all the statements and allegations made by the union and has further stated that the order of dismissal is legal and justified and the same does not require interference by the Tribunal.

6. Although in the written statement the union has alleged that the workman was not given full opportunity to produce his defence but at the time of hearing on the point of fairness and validity of the enquiry proceeding the union admitted that there is no invalidity in the enquiry proceeding. After perusal of the enquiry report also it revealed that no invalidity was found and hence by order dated 18-8-1998 the enquiry proceeding has been held to be valid.

7. First point for consideration is as to whether the charges levelled against the workman have been established and the finding of the Enquiry Officer is correct. It is admitted by the union that the workman was allotted the duty of gun guard to watch the cash kept in the office. The only plea has been taken by the union in defence that the workman suddenly developed pain in his chest and abdomen due to which he became unconscious. During enquiry no evidence has been adduced by the workman to the effect that he was suffering from pain in his chest and abdomen and he had become unconscious rather the management has adduced evidence to the effect that the workman was sleeping during his duty hours when his gun was taken by B. N. Tiwary, Office Superintendent of the colliery and deposited to the Security Havildar. B. N. Tiwary has been examined by the management and he has fully supported the fact that the workman was sleeping during his duty hour. It is also proved by the evidence that in that very night the miscreants made an attempt to snatch the gun of other security guard and they succeeded to snatch the gun from one of the Security Guards. The learned lawyer for the union also admitted this fact that during enquiry it has been proved that during duty hour the workman was sleeping. From perusal of the enquiry report as well as the evidence during enquiry I also find and hold that except the charge of sleeping during duty hours no other charges against the workman have been established but the charge that he was sleeping during duty hours has been proved and due to his act of negligence a gun from one of the security guards was snatched by the criminals and hence the finding of the Enquiry Officer to this effect

is correct.

8. Next point for consideration is as to whether the order of dismissal is justified or it is disproportionate to the nature of misconduct. The learned lawyer for the union submitted that sleeping during duty hours is merely a negligence and it is not a gross misconduct warranting maximum punishment of dismissal from service. In support of his contention the learned lawyer placed reliance on a decision of the Hon'ble Supreme Court in the case of *Shri S. K. Giri Vs. Home Secretary, Ministry of Home Affairs & others*, reported in 1995 WBLR (SC) 380. On the other hand, the learned lawyer for the management submitted that every negligence cannot be a minor misconduct. He submitted that the workman was a Security Guard with arm to watch the cash of the office and he should have been vigilant but instead thereof he was sleeping without caring the protection of the cash of the office and the arm in custody of his colleague as a result of which the miscreants arrived and snatched a gun from the custody of one of the guards. This type of negligence on the part of the workman was a gross negligence. He further submitted that the case law cited by the learned lawyer for the union is not applicable in this case because the facts of the case before the Hon'ble Court were different. He further submitted that by such conduct of the workman the management has lost its confidence and it is not proper to permit him to continue for such duty and hence the only punishment of dismissal from service can be justified.

9. In view of contrary submissions I perused the materials on the record, the case law cited by the learned lawyer of the union and considered the facts and circumstances of this case. In the case before the Hon'ble Supreme Court also the workman was a Security Guard and he was on duty on gate of the premises of the company when a large number of persons totalling about 109 entered inside the plant at about 7.45 p.m. and were found removing coal from the M.C.D. area which was duty point of the workman. During enquiry the workman had taken a plea that duty area was a jungle area with thick bushes and since a large number of persons had entered the plant and the workman and other security guards with him were unarmed, he asked the other security guard to keep a watch on the situation and he himself rushed to the nearest telephone wherefrom he reported the incident to the Shift Incharge and the Control Room whereafter the criminals were apprehended and the coal was seized from them and considering that situation the Hon'ble Court was of the opinion that the punishment of dismissal was severe and disproportionate. In the present case the facts are not similar. In the present case it is apparent that the workman was deputed as the gun guard to watch the cash of the office but without considering the serious nature of job he slept resulting in an occurrence committed by the criminals. In my opinion, the act of the workman having slept during duty hours was a gross negligence and hence I am of the

opinion that the punishment of dismissal is justified. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1452. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 87/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/372/98-आई. आर. (सी.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1452. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/372/98-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

In the matter of a reference U/S. 10 (1) (d) (2A) of the Industrial Disputes Act, 1947.

Reference No. 87 of 1999

Parties: Employers in relation to the management of M/S. E.C.L.

AND

Their Workmen.

Present : Shri Ramjee Pandey,

Presiding Officer.

APPEARANCES :

For the Employers : Shri P. K. Das, Advocate.

For the Union : Sri S. K. Pandey,

Chief General Secretary,

Koyla Mazdoor Congress.

State : West Bengal.

Industry : Coal.

Dated, the 24th February, 2003.

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, the Government of India,

Ministry of Labour, by its Order No. L-22012/372/98/IR (CM-II) dated 7-7-99, has referred the following dispute for adjudication by this Tribunal :

"Whether the action of the management of Jhanjra 1 & 2 Incline of M/s. ECL in dismissing Sh. Umeshwar Das, Underground Loader is legal and justified? If not, to what relief is the workman concerned entitled?"

2. In response to the summons issued by the Tribunal both the parties appeared through their respective representatives. Shri P. K. Das, Advocate, appeared for the management and Sri S. K. Pandey, Chief General Secretary of Koyala Mazdoor Congress appeared for the union. Both parties filed their respective written statements and contested the dispute.

3. The facts of the case, in brief, are that the workman, namely, Umeshwar Das, was an employee of M/s. E.C.L. and was posted at Jhanjra 1 & 2 Incline as U/G. Loader. The workman was dismissed from service on the charge of unauthorised absence from 7-3-93 to 17-11-93 which has been challenged by the union.

4. The case of the union, (workman) in brief, is that the workman became absent from his duty due to sickness and when he was declared fit he reported for his duty, but he was not allowed and was served with a chargesheet. The workman did not receive the chargesheet or any notice of enquiry and no enquiry was held by the management in presence of the workman and thereby the workman was deprived from opportunity to defend himself. The further case of the workman is that the punishment of dismissal is harsh and disproportionate after violating the principles of natural justice and hence the punishment of dismissal is unjustified and accordingly a prayer has been made to reinstate the workman in service with back wages.

5. The case of the management in brief is that the absence of the workman was unauthorised and accordingly he was charge-sheeted because he neither obtained leave nor gave prior intimation to the management about his absence. The workman failed to reply the chargesheet and, as such, an enquiry was started against him. The Enquiry Officer issued notice to the workman, but he failed to attend the enquiry and consequently the enquiry was held ex-parte. It is also stated that the charge-sheet and the notice of enquiry were sent to the workman on his home address, but despite the notice he could not appear before the Enquiry Officer and during enquiry the misconduct of the workman was established and considering the misconduct of the workman the competent authority dismissed him from service. The management has denied the plea of sickness and his absence due to the sickness. It is further stated that due to such act of the workman the management has lost confidence in the workman. The workman was given sufficient opportunity by serving the chargesheet and notice of enquiry and the workman had sufficient

opportunity to appear and defend himself. It is submitted that the punishment of dismissal is justified and it does not require any interference by the Tribunal.

6. Although in the written statement the union has pleaded that the workman was not given opportunity to defend himself but at the time of hearing on the point of fairness and validity of the enquiry proceeding the union did not challenge the same and accordingly by order dated 29-1-2003 the enquiry proceeding has been held to be valid.

7. First point for consideration is as to whether the charge against the workman has been proved and the finding of the Enquiry Officer is correct. It is admitted fact that the workman was absent from his duty from 7-3-93 to 17-11-93 i.e. for a period of 8 months 10 days. It is also admitted that the workman was not granted leave for that period. In defence of the workman only plea has been taken by the union that due to sickness the workman could not attend his duty for the whole period. From perusal of enquiry report and materials produced during the same I find that the workman could not appear before the Enquiry Officer and has not pleaded his defence. There was no evidence before the Enquiry Officer to prove the fact that the workman was sick and due to sickness he could not attend his duties. The representative of the union also admitted that no evidence could be produced before the Enquiry Officer to prove the fact of illness of the workman. In this view of the matter I find and hold that the charge against the workman has been established and finding of the Enquiry Officer in this regard is correct.

8. Now the only point for consideration is as to whether the punishment of dismissal against the workman is justified. In this regard learned lawyer for the management submitted that the period of unauthorised absence of the workman is very long and hence the punishment of dismissal is justified. On the other hand, the representative of the union submitted that there is no charge against the workman either of unauthorised absence or any type of misconduct in the past and hence the punishment of dismissal is harsh and disproportionate to the nature of misconduct.

9. In view of contrary submissions I perused the materials on the record. It is fairly admitted by the learned lawyer for the management that there is no charge or evidence against the workman about his any misconduct in past and hence only misconduct on the part of the workman is that he became absent from his duty without obtaining leave or prior intimation to the management. Considering the nature of job assigned to the workman I find that the charge against the workman is not a gross misconduct warranting maximum punishment of dismissal from service. In my opinion also the punishment of dismissal is harsh and disproportionate to the nature of misconduct and hence the order of dismissal is set aside, but considering the fact that the charge of unauthorised

absence of the workman has been established and the fact that the management has been deprived to get the service of the workman upto now, in my opinion the workman is not entitled to back wages. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1453.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय ई. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल (संदर्भ संख्या 29/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/323/98-आई. आर. (सी.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1453.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/323/98-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

In the matter of a reference U/S. 10 (1) (d) (2A) of the
Industrial Disputes Act, 1947.

REFERENCE NO. 29 OF 1999

PARTIES : Employers in relation to the management of
Eastern Coalfields Ltd.

AND

Their Workmen.

Present : Shri Ramjee Pandey,

Presiding Officer.

APPEARANCES :

For the Employers : None.

For the Union : Sri R. Kumar,
General Secretary of
Koyla Mazdoor Congress.

State : West Bengal. Industry : Coal.

Dated, the 14th February, 2003.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour, by its Order No. L-22012/323/98/IR (CM-II) dated 25-05-1999, has referred the following dispute for adjudication by this Tribunal :

“Whether the action of the management of Ghanshyam Colliery, Kajora Area of M/s. ECL in dismissing Sh. Arbindo Roy, Timber Mazdoor is legal and justified. If not, to what relief is the workman concerned entitled?”

2. In response to the summons issued by the Tribunal the union (workman) appeared through Shri R. Kumar, General Secretary of K. M. C. and filed written statement. Although summons was sent to the management by registered post but despite service of summons no authorised representative of the management appeared. Sri P. K. Das, Advocate, although appeared on behalf of the management with an undertaking to produce letter of authority but he also failed to produce letter of authority and to file written statement despite repeated adjournment and hence the case was fixed for ex-parte hearing against the management. Thereafter Sri P. Goswami, Advocate, appeared for the management but he also could not produce either letter of authority or file the written statement and no further step was taken by the management and hence the hearing of the case was concluded ex-parte.

3. As mentioned above, no written statement has been filed by the management. From the pleadings of the union facts of the case, in brief, are that the workman, namely, Sri Arbindo Roy was a regular employee of M/s. E.C.L. and he was posted at Ghanshyam Colliery under Kajora area as Timber Mazdoor. He was dismissed from the service on charge of absence from duty from 5-6-1995 to 10-1-1996. The union has challenged the order of dismissal.

4. The case of the union, (workman) in brief, is that the workman did not become absent from his duty deliberately, rather he was sick due to which he was compelled to be absent. The workman neither received the copy of charge-sheet nor the notice of enquiry and the management concluded the enquiry ex-parte without giving opportunity to the workman to defend himself. The management did not follow the principle of natural justice and hence the order of dismissal is illegal and unjustified. Further case of the union is that the punishment of dismissal is harsh and disproportionate to the nature of misconduct and accordingly a prayer has been made to direct the management to reinstate the workman in service with back wages.

5. As mentioned above the management neither appeared nor filed written statement and hence no case of the management could be brought on the record. The pleading of the union remained unchallenged. The union-

has pleaded that no opportunity was given to the workman to defend himself. No enquiry report has been produced by the management and hence there is nothing on the record to contradict the plea of the union. There is nothing on the record to disbelieve the plea of the union to the effect that the workman was not given opportunity to be heard and hence by order dated 17-10-2002 it has been held that there was no valid enquiry to prove the charge against the workman.

6. As stated above, the management remained absent and failed to produce legal evidence on the record to establish the charge against the workman. On the other hand, the union produced the workman himself as a witness who has supported the pleading of the union and has further deposed that he was suffering from mental and neurological disorder. He has further deposed that in beginning he was getting medical treatment in colliery dispensary but when he got no relief he was undergoing treatment by Dr. Abir Banerjee of Bankura. In support of his plea of illness he has filed the xerox copy of medical certificate which corroborates his evidence. There is no material on the record to disbelieve the plea of the union (workman).

7. In view of above discussion, I have no alternative than to hold that the action of the management in dismissing the workman from service is baseless, arbitrary and unjustified. Hence, the order of dismissal is set aside and the management is directed to reinstate the workman in service with back wages.

In the above manner the award is passed ex-parte against the management.

RAMJEE PANDEY, Presiding Officer.

नई दिल्ली, 23 अप्रैल, 2003.

का.आ. 1454.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल (संदर्भ संख्या 1/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/49/2000-आई. आर. (सी.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1454.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/49/2000-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT ASANSOL

In the matter of a reference U/S. 10 (1) (d) (2A) of I. D.
Act, 1947.

Reference No. 1 of 2001

Parties: Employers in relation to the management of
Parasea OCP under Kunustoria Area of M/s.
ECL.

AND

Their Workmen.

Present: Shri Ramjee Pandey,
Presiding Officer.

APPEARANCES:

For the Employers : Sri P. Goswami, Advocate.
For the Workman/Union : Sri S. K. Pandey,
Chief General Secretary,
Koyla Mazdoor Congress.

State : West Bengal

Industry : Coal

Dated, the 21st February, 2003

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour, by its Order No. L-22012/49/2000/IR (CM-II) dated 01-02-2001, has referred the following dispute for adjudication by this Tribunal:

"Whether the action of the management of Parasea OCP under Kunustoria Area under M/s. ECL in dismissing the services of Sh. Nageswar Paswan, General Mazdoor w.e.f. 31-12-97 and denying for reinstatement into service is legal and justified? If not to what relief Sh. Nageswar Paswan is entitled?"

2. In response to summons issued by the Tribunal both the parties appeared through their respective representatives. Sri P. Goswami, Advocate, appeared for the management and Sri S. K. Pandey, Chief General Secretary of K.M.C. appeared for the union (workman). Both the parties filed their respective written statement and contested the dispute.

3. Facts of the case, in brief, are that the workman, namely, Nageswar Paswan, was an employee of M/s. E.C.L. and was posted as General Mazdoor at Parasia OCP under Kunustoria Area. The workman was dismissed from service on the charge of unauthorised absence from 19-10-1996 to 10-1-1997 and the order of dismissal has been challenged by the union.

4. The case of the union, in brief, is that the workman was on duty on 22-10-1996 and thereafter he obtained casual leave for three days i.e. 23-10-1996 to 25-10-1996 vide his leave application dated 21-10-1996 which was received by the colliery authority. When the workman was

on casual leave he became sick and was suffering from Plural Infusion and was undergoing treatment at Sub-Divisional Hospital, Asansol. He informed the management about his sickness on 29-10-96, 15-1-97 and 25-3-97 but unfortunately the management issued chargesheet showing him absent from 19-10-96. Neither the chargesheet was served to the workman nor the notices of enquiry were sent to the workman earlier rather last notice of enquiry was received by the workman on 4-8-97. No sooner the workman received last notice of enquiry he represented on 4-8-97 about his inability to attend the enquiry on 4-8-97 due to the fact that was the date fixed for his medical check up. But no time was allowed and the enquiry was concluded ex-parte. When the workman was declared fit he requested the management to permit him to resume his duty but he was not allowed. It is further stated that the workman did not avoid his duty intentionally rather due to the fact that he was sick which was beyond his control. Neither the workman was given the chargesheet nor he was given opportunity to defend himself and thereby the management violated the principle of natural justice and hence dismissal of the workman from service on the basis of ex-parte enquiry is illegal and unjustified. Before passing the order of dismissal no second show-cause notice was given to the workman and on the point of punishment the workman was not given opportunity to be heard. In any view of the matter the punishment of dismissal from service is harsh and disproportionate and a prayer has been made to direct the management to reinstate the workman in service with back wages.

5. The case of the management, in brief, is that the workman became absent from his duty for the above mentioned period without any leave or prior intimation to the management and thereby the absence of the workman was unauthorised. The management after waiting for a considerable period issued the charge-sheet dated 10-1-1997 to the workman but the same was not received and the charge-sheet sent by registered post was returned back unserved. Thereafter a domestic enquiry was started. The notice of enquiry was also sent to the workman and thereafter the Enquiry Officer concluded the enquiry ex-parte and the charge against the workman was found established. As per clause 17(1)(n) of the Model Standing Order the absence of the workman is a misconduct and considering all the facts and circumstances the competent authority dismissed the workman from service. The workman has notice of charge-sheet and acknowledged of domestic enquiry but still he did not opt to attend the enquiry and no principle of natural justice was violated. The punishment of dismissal is justified and it does not require interference by the Tribunal.

6. Although in its written statement the union has alleged that the workman was neither given charge-sheet nor opportunity to defend himself during enquiry but at the time of hearing on the point of fairness and validity of

the enquiry proceeding the union did not challenge the same rather the representative of the union admitted that he will assail the order of dismissal on the basis of materials available during enquiry and hence by order dated 6-1-2003 enquiry proceeding has been held to be fair and valid.

7. First point for consideration is as to whether the charge against the workman has been established and the finding of Enquiry Officer is correct. It is admitted by both the parties that the workman was absent from his duty from 19-10-96 to 10-1-97. It is also admitted that the workman was not granted leave for that period. In defence of the workman the union has taken the only plea that the workman was sick and due to the sickness he could not resume his duty. After perusal of the enquiry report it is clear that the workman did not appear before the Enquiry Officer and naturally no evidence was produced by him in support of his plea and hence I find that the workman was absent from his duty without any leave or prior permission of the management and hence I find and hold that the charge against the workman has been proved and the finding of the Enquiry Officer is correct.

8. Next point for consideration is as to whether the punishment of dismissal is justified. In this regard the learned lawyer for the management submitted that the charge against the workman has been established and he remained absent from his duty for a longer period and hence the order of punishment of dismissal is justified. On the other hand, the representative of the union submitted that there is nothing on record to show that the workman was ever charge-sheeted or punished for any misconduct in past. He further submitted that the present charge against the workman is not a gross misconduct and hence the punishment of dismissal is harsh, disproportionate and unjustified.

9. In view of above contrary submissions of both parties I perused the materials on record. The learned lawyer for the management fairly admitted that there is nothing on record to show that the workman was ever charge-sheeted or punished for any misconduct in past. From the materials on record it is clear that the charge against the workman is his first misconduct. In my opinion also the charge against the workman is not a gross misconduct attracting the maximum punishment of dismissal from service. After considering the above mentioned facts and circumstances in my opinion the punishment of dismissal from service is harsh, disproportionate to the nature of misconduct and unjustified. Hence, the order of dismissal is set aside and the management is directed to reinstate the workman in service. It has been neither pleaded nor proved by the management that the workman was gainfully employed anywhere, but considering the fact that the charge against him has been proved he will be entitled only 60% of the back wages. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer.

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1455. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय ई. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण असनसोल (संदर्भ संख्या 31/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-22012/290/98-आई. आर. (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1455. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/290/98-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

In the matter of a reference U/s 10(1)(d)(2A) of the
Industrial Disputes Act, 1947.

Reference No. 31 of 1999

PARTIES:

Employers in relation to the management of The
Agent, E.C.L.

AND

Their Workmen.

PRESENT:

Shri Ranjce Pandey, Presiding Officer.

APPEARANCES:

For the Employers : Sri P. Goswami, Advocate

For the Union : Sri S. K. Pandey, Chief General
Secretary, Koyla Mazdoor Congress.

State : West Bengal.

Industry : Coal

Dated, the 20th February, 2003

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour, by its Order No. L-22012/290/98/IR(CM-

II) dated 25-5-1999, has referred the following dispute for adjudication by this Tribunal:

"Whether the dismissal of Sh. Dinesh Ram on the basis of inquiry proceedings was proper and justified? If not, to what relief is the workmen entitled?"

2. In response to the summons issued by the Tribunal both the parties appeared through their respective representatives. Sri P. K. Goswami, Advocate, appeared for the management and Sri S. K. Pandey, Chief General Secretary of K. M. C. appeared for the union (workman). Both the parties filed their respective written statements and contested the dispute.

3. Brief facts of the case are that the workman, namely, Dinesh Ram, was a regular employee of M/s. ECL, posted at Gourangdih—Begunia Colliery under Salanpur Area as U. G. Loader. He became absent from his duty from 24-3-1997 to 1-9-1997 for which the management issued charge-sheet with allegation of unauthorised absence and after conducting domestic enquiry dismissed him from service. The union has challenged the order of dismissal.

4. The case of the union (workman), in brief, is that the workman was sick and suffering from various ailments due to which he was compelled to be absent from his duty during the alleged period. The absence of the workman was not deliberate rather due to the circumstances beyond his control. After being declared medically fit the workman reported for duty on 30-8-1997 but he was not allowed and charge-sheet was issued against him. Further case of the union is that the workman received neither charge-sheet nor any notice of enquiry due to which he was deprived from the opportunity to defend himself. The management violated the principle of natural justice. The order of dismissal is illegal and unjustified and the punishment is harsh and disproportionate. A prayer has been made to direct the management to reinstate the workman in service.

5. The case of the management, in brief, is that the workman became absent from his duty without leave or prior intimation to the management and his absence was unauthorised. Charge-sheet was sent to the workman by registered post on his home address. Thereafter an enquiry was started. The Enquiry Officer issued notices of enquiry thrice by registered post on his home address but in spite of receiving the notices the workman did not appear before the Enquiry Officer and as such enquiry was concluded *ex parte*. During enquiry the charge against the workman was established. Considering the fact that charge against the workman was established he was dismissed from service. The plea of illness of workman taken by the union is false. The punishment of dismissal from service is not harsh rather justified and it does not require interference by the Tribunal.

6. Although the union has pleaded in the written statement that the workmen was not given opportunity to

defend himself but during hearing on the point of fairness and validity of enquiry proceeding the union did not challenge the same rather conceded to make submission on the point of quantum of punishment on the basis of materials collected during enquiry and hence by order dated 23-1-2003 the enquiry proceeding has been held to the valid.

7. First point for consideration is as to whether charge against the workman has been established and the finding of Enquiry Officer is correct. It is admitted by both the parties that the workman was absent from his duty from 24-3-1997 to 1-9-1997. Only defence is taken by the union is that the workman was sick due to which he was absent from his duty but the representative of the union fairly conceded that fact of illness could not be proved and hence the charge against the workman has been established.

8. Next point for consideration is as to whether the punishment of dismissal from service is justified. In this regard learned lawyer for the management submitted that period of unauthorised absence of the workman is long and hence the punishment of dismissal is justified. On the other hand, representative of the union submitted that the misconduct alleged against the workman is the first misconduct and his past service is unblemished and the charge against the workman is not a gross misconduct and hence the maximum punishment of dismissal is harsh and disproportionate to the nature of misconduct. Learned lawyer for the management fairly admitted that the workman was never charged for any misconduct in past.

9. In view of above facts it is clear that the present charge against the workman is his first misconduct. There is nothing on the record to show that he was ever charge-sheeted for any misconduct in past. The present charge against the workman is not a gross misconduct warranting maximum punishment. Although the workman could not prove by evidence but his defence is that due to sickness he was prevented from attending his duty. In my opinion also the punishment of dismissal is shocking and disproportionate to the nature of misconduct. Hence the order of dismissal is set aside and the management is directed to reinstate the workman in service. It has been neither pleaded nor proved by the management that the workman was gainfully employed anywhere during the period after his dismissal from service, but considering the fact that the charge of long absence against the workman has been established, he will be entitled to only 25% of the back wages. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1456. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के भाग 17 के अनुसरण में, केन्द्रीय ई. सी. एल. प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण असनसोल

(संदर्भ संख्या 16/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-22012/346/2000-आई. आर. (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1456. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/346/2000-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

In the matter of a reference U/s 10(1)(d)(2A) of the
Industrial Disputes Act, 1947.

Reference No. 16 of 2000.

PARTIES :

Employers in relation to the management of The
Dalurband Colliery of M/s. ECL.

AND

Their Workmen.

PRESENT :

Shri Ramjee Pandey, Presiding Officer.

APPEARANCES :

For the Employers : Sri P. K. Das, Advocate.

For the Union : Sri S. K. Pandey, Chief General
Secretary, Koyla Mazdoor
Congress.

State : West Bengal.

Industry : Coal

Dated, the 14th February, 2003

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour, by its Order No. L-22012/346/2000/IR(CM-II) dated 17-04-2002, has referred the following dispute for adjudication by this Tribunal :

"Whether the action of the management of Dalurband Colliery of M/s. Eastern Coalfields Ltd. in dismissing Sri Kalu Twin. Tyndal from service on 22-3-1999 is legal and justified? If not, to what relief he is entitled to?"

2. In response to the summons issued by the Tribunal both the parties appeared through their respective representatives. The management appeared through Sri P. K. Das, Advocate and the Union (workman) appeared through Sri S. K. Pandey, Chief General Secretary of Koyla Mazdoor Congress. Both the parties filed their respective written statements and contested the dispute.

3. Facts of the case, in brief, are that the workman, namely, Sri Kalu Twin was an employee of M/s. ECL and posted at Dalurband Colliery as Tyndal. He was charge-sheeted for unauthorised absence from duty from 20-7-1998 to 20-8-1998 and after conducting domestic enquiry he was dismissed from service. The union has challenged the order of dismissal of the workman.

4. The case of the union (workman), in brief, is that after obtaining leave from 13-7-1998 to 18-7-1998 the workman had gone to his native place but unfortunately he fell ill at his home due to which he became absent from his duty. The fact of illness of the workman was informed to the management in writing by registered post but the management did not consider the information given by the workman and issued charge-sheet alleging the absence to be unauthorised. The workman was not given chance to reply the charge-sheet and no opportunity was given to him during enquiry to defend himself and the management violated the principle of natural justice by concluding the enquiry proceeding *ex parte*. Before passing the order of dismissal no second show-cause notice was given and at this stage also the workman was unheard. It is further stated that punishment of dismissal is harsh and disproportionate to the nature of misconduct alleged.

5. The case of the management, in brief, is that the workman became absent from his duty without valid leave or prior information to the management and the absence of the workman was unauthorised. Although the workman received the charge-sheet but he failed to submit any reply against the charge and hence enquiry was started. The Enquiry Officer sent notice of enquiry to the workman at his home address but despite receiving the notice the workman did not appear before Enquiry Officer and as such the enquiry was conducted *ex parte*. During enquiry the charge against the workman was established as a result of which the competent authority dismissed him from service. The punishment of dismissal is legal and justified. Further case of the management is that the plea of illness taken by the workman is false and he never informed the management about his illness.

6. Although the union has pleaded in its written statement that the workman was not given opportunity to defend himself during domestic enquiry but at the time of hearing on the point of fairness and validity of enquiry proceeding the union did not challenge the same and conceded to make submission on the basis of materials during enquiry and hence by order dated 28-1-2003 the enquiry proceeding has been held to be fair and valid.

7. First point for consideration is as to whether the charge against the workman has been established and the finding of Enquiry Officer is correct. The copy of charge-sheet indicates that only allegation against the workman is that his absence from 20-7-1998 to 20-8-1998 was unauthorised. The workman has admitted that he was absent from his duty during this period. Only plea is taken by the workman that due to his sickness he became absent but during enquiry proceeding he could not prove the fact of his illness and hence I am of the opinion that charge against the workman has been established and finding of the enquiry officer to this effect is correct.

8. Next point for consideration is as to whether the punishment of dismissal of the workman from service is harsh and disproportionate to the nature of misconduct. Learned lawyer for the management submitted that due to absence of the workman for such a period without prior intimation the management has suffered obstruction in production and hence the punishment of dismissal is justified. On the other hand, the representative of the union submitted that past record of the workman is fair and absence of workman for a short period of one month is not a gross misconduct and hence the punishment of dismissal is harsh and disproportionate.

9. In view of contrary submissions on this point I perused the enquiry report and the materials collected during the same. Learned lawyer for the management admitted that there is nothing on the record to show that the workman was ever charged for any misconduct in past. Hence it is clear that this is the first misconduct of the workman. Although it has not been proved by evidence and document that the workman was sick but from enquiry report itself it is clear that the wife of the workman informed the enquiry officer twice in writing about illness of the workman. Considering the facts and circumstances as well as nature of misconduct I am also of the opinion that maximum punishment of dismissal from service is shocking and disproportionate. Hence the order of dismissal is set aside and the management is directed to reinstate the workman in service but considering the fact that charge has been proved, with 50% of the back wages only. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1457. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. सी. एल. प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण भुवनेश्वर (संदर्भ संख्या 55/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/100/2001-आई. आर.(सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1457.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneshwar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MCL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/100/2001-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESHWAR

PRESENT:

Shri S. K. Dhal, OSJS, (Sr. Branch), Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneshwar.

INDUSTRIAL DISPUTE CASE NO. 55/2002

Date of conclusion of hearing 27th March, 2003

Date of Passing Award—10th April, 2003

BETWEEN:

The Management of the
Director (Personnel), Mahanadi
Coal Fields Ltd., At. Jagriti Vihar,
P.O. : UCE Burla, Distt. Sambalpur,
Orissa
... 1st Party-Management

AND

Their Workman represented
through the General Secretary,
Brajarajnar Coal Mines
Workers Union, At/PO, Orient
Colliery, Via. Brajarajnar,
Distt. Jharsuguda.
... 2nd Party-Union.

APPEARANCES:

Shri Rabindra Kumar Rout. : For the 1st Party-Management.

None : For the 2nd Party-Union.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-22012/100/2001/IR (CM-II), dated 17-04-2002 :

“Whether the demand of the Brajarajnar Coal Mines Workers Union (AITUC), Brajarajnar for implementation of Female Voluntary Retirement Scheme and to provide employment to their dependent sons of 11 female workmen (list enclosed)

by the Management, Mahanadi Coal Fields Ltd. UCE Burla, Distt. Sambalpur is legal and justified? If not, to what relief workmen are entitled to?”

2. The 2nd Party represented through the General Secretary, Brajarajnar Coal Mines Workers Union. Their case as per their Claim Statement runs thus :—

The Management of Coal India Limited, Calcutta had taken a decision to operate the Female Voluntary Retirement Scheme for a period of six months with effect from 15-10-1997, Instruction was issued to all the subordinate offices including the present 1st Party-Management. In pursuance to that nine female workers as per the list supplied by the Government of India were willing for voluntary retirement. Application of the concerned workmen were not considered for voluntary retirement and to provide employment to their dependent sons as per the scheme circulated by the Coal India Limited, Calcutta. The disputants who are the female workers had submitted their application for voluntary retirement within 15-10-1997 to 14-4-1998. But the 1st Party-Management did not take any action on that. So they raised a dispute, conciliation failed and the present reference has been made. Prayer has been made for issuance of the direction to the 1st Party-Management to implement the voluntary retirement scheme and to provide employment to the dependent sons of the female workmen who had applied for voluntary retirement.

3. The 1st Party-Management has filed their Written Statement. The first stand taken by the 1st Party-Management is that, it is not an industrial Dispute. So, the reference is not maintainable. It has been further pleaded that that one of the disputants namely Smt. Mazlun Nisa who had filed a Writ petition before the Hon'ble High Court of Orissa over the same issue for employment to her dependent sons which has been registered as O. J. C. No. 12335/99 and the said O. J. C. is pending before the Hon'ble High Court for disposal. So in view of that, the present reference also is not maintainable. It has been further pleaded that the issue of circular dated 19-10-1997 does not necessarily make it mandatory for all the female employees to seek employment for their son nor it becomes mandatory on the part of the Management to compel all female employees to apply or consider every such application. It was the decision of the Coal India to replace the surplus female employees not required by the subsidiary companies with their dependant sons, subject to certain conditions. Because of urgency to get rid of the surplus manpower, the Management has launched a Voluntary Retirement Scheme. Admitting the receipt of the applications of nine female workmen it has been pleaded by the 1st Party-Management that their case was not considered on the ground that the scheme was not found beneficial for the company. It has been further pleaded that since the disputant female workmen are gainfully deployed, the question of dispensing their services before superannuation does not arise.

4. On the above pleading of the parties the following Issues have been settled :

ISSUES

1. Whether the reference is maintainable in view of pending of O.J.C. 12335/99 before the Hon'ble High Court?
2. Whether the dispute comes under the purview of the Industrial Disputes Act?
3. Whether the demand of the Brajarajnagar Coal Mines Workers Union, Brajarajnagar for implementation of female voluntary retirement scheme and to provide employment to their dependant sons of 11 female workmen by the Management, Mahanadi Coal Fields Ltd., UCE Burla, Distt. Sambalpur is legal and justified?
4. If not, to what relief the workmen are entitled?

5. It may be stated here that, after filing of the Claim Statement, the 2nd Party has remained absent and has not taken any step either to produce oral or documentary evidence in support of their case. The 1st Party-Management has not adduced any oral evidence but has produced some documents in support of their case.

FINDINGS

ISSUE NO. I

6. Though the 1st Party-Management has taken the stand that one of the disputants has approached the Hon'ble High Court for self same cause, no documents have been filed before this Tribunal to support their stand. So, in absence of any materials it can not be said that the disputant Smt. Mazlun Nisa, has approached the Hon'ble High Court for self same cause. Even if it is accepted for the argument sake that one of the disputants has approached the Hon'ble High Court in a Writ Application the reference would be maintainable in respect of other disputants who are not the party before the Hon'ble High Court. Hence, this Issue is answered accordingly.

ISSUE NO. II

7. Admittedly, the disputants are the workmen under the 1st Party-Management. They have applied for voluntary retirement as per scheme but no action stated to have been taken on their application. So, in that case, there is a Dispute between the parties and the 1st Party-Management being an Industry it comes under Industrial Disputes. Hence, this Issue is answered accordingly.

ISSUE NO. III

8. As regards this issue is concerned, I have already stated that the 2nd Party has not adduced any oral evidence and has remained absent. Annexure-1 has been filed on their behalf while filing the Claim Statement to show that a scheme namely Female Voluntary Retirement was

introduced for the period of six months with effect from 15-10-1997 with some conditions. Annexure-3 filed by the 2nd Party reveals that, nine female workmen had applied for voluntary retirement scheme on the ground of providing employment to their dependant sons. The 1st Party-Management has also filed the Annexure-B, which is the copy of the Annexure-3 filed by the 2nd Party. According to the 1st Party-Management as the Company could no longer afford to take more manpower the Female Voluntary Retirement applications were ultimately rejected with advice to exercise option under VRS/ERS in which cash compensation was provided for all such employees instead of employment. This submission made on behalf of the 1st Party-Management has not been challenged. No materials have been placed on behalf of the 2nd Party that the decision of the 1st Party-Management in this regard is illegal. So, in that case it can not be said that the demand of the Brajarajnagar Coal Mines Workers Union (AITUC), Brajarajnagar for implementation of Female Voluntary Retirement Scheme and to provide employment to their dependant sons of 11 female workmen by the Management, Mahanadi Coal Fields Ltd. UCE Burla, Distt. Sambalpur is legal and justified. Hence, this Issue is answered accordingly.

ISSUE NO. IV

9. In view of my findings given in respect of Issue No. III, the workmen of the 2nd Party are not entitled for any relief.

10. Reference is answered accordingly.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1458.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय एफ. सी. आई. प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई (संदर्भ संख्या 86/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/153/98-आई. आर.(सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1458.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 86/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/153/98-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 10th April, 2003

PRESENT:

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 86/2000

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri D. Thomas and the Management of Food Corporation of India]

BETWEEN:

Sri D. Thomas : I Party/Workman

AND

The Senior Regional Manager, : II Party/Management
Food Corporation of
India, Chennai.

APPEARANCES:

For the Workman : Ms. P. Rajeswari, Advocate

For the Management : Mr. M. Imthias, Advocate

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-22012/153/98/IR(C-II) dated 07-11-2000.

On receipt of the order of reference from the Government of India, Ministry of Labour, this case has been taken on file as I. D. No. 86/2000 and the same was dismissed by this Tribunal by an ex-parte Award dated 28th February, 2001 for want of representation. Subsequently in view of the order passed by this Tribunal in I.A. 103/2002, this Industrial Dispute No. 86/2000 is restored to the file of this Tribunal for adjudication. The learned counsel on record on either side have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, oral and documentary evidence let in on either side, the other material papers on record, after hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above

mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Food Corporation of India, Chennai in not reinstating Shri D. Thomas with back wages is legal and justified? If not, to what relief the workman is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri D. Thomas (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of the II Party/Management Food Corporation of India on 2-4-83 as NMR on daily basis. He was continuously working upto 31-1-84. His work was very satisfactory and successful. The Respondent only gave small break in the Petitioner's service and again he was appointed as NMR on 11-6-84 and he continued to work with the II Party/Management up to 29-8-84. Several representations made by the Petitioner requesting the Respondent/Management to regularise and absorb the Petitioner in service. No action was taken by the Respondent/Management to make the Petitioner permanent in service. Subsequently the services of the Petitioner was terminated on 29-8-84 without intimating the Petitioner. The Petitioner was not given any compensation and there was no enquiry against him. So the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central) Chennai for conciliation seeking direction to the Respondent/Management to regularise his service and absorb the Petitioner as a permanent workman in service. As the conciliation ended in failure, a report has been submitted by the authority to the Govt. Petitioner has put in more than 280 days service in the Respondent Food Corporation of India and therefore, he is entitled to be made permanent in service as per the rules of Food Corporation of India. As the Govt. has not referred the matter to the Tribunal for adjudication, subsequent to the receipt of failure of conciliation from the Regional Labour Commissioner (Central) Chennai, the Petitioner moved the High Court for a direction to the Govt. to refer the matter to the Tribunal for adjudication. Accordingly, the Govt. has referred the matter to this Tribunal for adjudication. The termination of the Petitioner from service is unfair and against the provision under section 25F of the Industrial Disputes Act, 1947. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award setting aside the order of termination of the Respondent/Management against the Petitioner is unfair and against law and direct the Respondent/Management to reinstate the Petitioner in service with all benefits, back wages.

3. The averments in the Counter Statement filed by the II Party/Management Food Corporation of India, Chennai (hereinafter refers to as Respondent) are briefly as follows :—

The Petitioner has been engaged on daily rated basis as Assistant to Junior Engineer, Civil Engineering and Assistant Manager, Civil Engineering in the field work at Food Storage Depot, FCI, Sevur at the time of construction of the godown as and when necessary at the rate of Rs. 9/- per day. He was engaged for 16 days from 11-6-83 to 29-6-83, 25 days from 29-8-83 to 25-9-83, 26 days from 1-10-83 to 31-10-83 and one day on 29-11-83. The Petitioner was engaged by the Respondent Corporation subsequently as Pump Operator purely on temporary basis at the rate of Rs. 10/- per day to attend to pump set as and when there was sufficient power supply and that was for the period from 11-6-84 to 29-8-84 and thereafter he had not been engaged since there was no need for the service of the Petitioner. The Officer furnished to have issued conduct and character certificate to the Petitioner was retired at the time of issuance of such conduct certificate and the said certificate has nothing to do with the Respondent Corporation. For the petition dated 29-4-92 sent by the Petitioner the Respondent/Management has replied on 19-6-92. There is no provision for appointing casual or daily rate or part time hands in the Food Corporation of India. In view of the same, the Petitioner's request for absorption in service of Food Corporation of India cannot be considered. The Petitioner was engaged as stated supra only on temporary basis as and when the service was required on daily rated basis and therefore, there is no question of appointment and termination arises here and there is no question of payment of compensation to the Petitioner. The allegation of the Petitioner that he had worked for more than 280 days in the Respondent Corporation and is entitled to be made permanent by the Respondent/Management under FCI rules is incorrect. The Petitioner was utilised by the Respondent temporarily on daily rated basis as and when required in the year 1983 and 1984 for a total period of 148 days intermittently and not continuously. The persons who had worked more than 240 days were absorbed on the basis of merits of the individual claim and the Petitioner cannot compare his case with that of those persons. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner as a stale and speculative one and there is no merit in the claim.

4. When the matter was taken up for enquiry, on the side of the Petitioner/Workman seven witnesses have been examined as Ex. WW1 to WW7 and two documents have been marked as Ex. W1 and W2. On the side of the II Party/Management two witnesses have been examined as MW1 and MW2 and 7 documents have been marked as Ex. M1 to M7. The learned counsel on either side has advanced their respective arguments.

5. The point for my consideration is :—

"Whether the action of the management of Food Corporation of India, Chennai in not reinstating Shri D. Thomas with back wages is legal and justified?"

If not, to what relief the workman is entitled?"

Point :—

The Petitioner/Workman has raised the industrial dispute challenging the action of the Respondent/Management Food Corporation of India, Chennai, in not reinstating him in service with back wages as illegal and unjustified. It is the case of the Petitioner that he joined the Respondent on 2-4-83 as NMR on daily wages and continuously worked up to 31-1-84 and subsequently he was once again appointed as NMR on 11-6-84 and worked continuously till 29-8-84 and without intimating him the Respondent/Management has terminated his service without paying any compensation and it is unfair and against the provisions of Section 25F of Industrial Disputes Act, 1947. The Respondent/Management has disputed the same and has clearly given the particulars in the Counter Statement the period for which he has been engaged as NMR on daily rated basis both in the year 1983 and subsequently in the year 1984. It is the specific contention of the Respondent/Management in their Counter Statement that the Petitioner was engaged for a total period of 148 days only intermittently in the year 1983 and 1984 temporarily on daily rate basis as and when required and he was not engaged continuously for more than 240 days alleged by him. It is further stated that since there was no need for the service of the Petitioner he has not been engaged subsequent to 29-8-84. In support of the contention of the Petitioner apart from examining himself as WW1 the Petitioner has examined 6 more witnesses on his side as WW2 to WW7. For his plea that he has worked for more than 280 days in the Respondent Food Corporation of India he has not filed any document to prove the same. In his evidence in Cross Examination he has admitted that he don't have record to show that he had continuously worked under Respondent/Management Food Corporation of India from 2-4-83 to 31-1-84. He had admitted that he was paid Rs. 9/- per day as daily wages for the days he worked and that he was again given work on temporary basis as pump operator at daily rate wages basis of Rs. 10/- per day from 11-6-84 to 29-8-84 and subsequent to 29-8-84 he had not been engaged as there was no work. From this specific admission of the Petitioner, it is seen that his version in his claim Statement that he worked for more than 280 days in the Respondent Food Corporation of India is incorrect and further the Petitioner has not let in any acceptable evidence to establish that contention before this Tribunal. On the other hand, the Respondent/Management has filed record as entries in the M. Book to show the period of work of the Petitioner in the Engineering Department during the construction of Sevur Depot. MW1 and MW2 have deposed in respect of he enters in M. Book. Ex. M4 to M7 are the entries available in the M. Book showing the total period for which the Petitioner was engaged in the Engineering department. As per the entry under Ex. M4, the Petitioner had worked from 11-6-83 to 29-6-83 except on

12th, 19th and 26th which were holidays and he was paid wages @ Rs. 9/- per day and for the total period of 16 days he was paid Rs. 144/- as his wages. For all these entries available in the M. Book, the Junior Engineer and Assistant Manager, Civil have subscribed their signatures. Like that entry M5 reveals that the Petitioner was engaged for 25 days for the period from 29-8-83 to 26-9-83 excluding the holidays. It is seen from Ex. M6 entry in M. Book that the Petitioner was engaged for a period of 26 days from 1-10-83 to 31-10-83 except the day on which he was absent and on other holidays. Like that Ex. M7 is the entry in M. Book showing the period for which the Petitioner was engaged in the Civil Engineering Department. This entry shows that Mr. Thomas worked along with 18 persons for rearranging the MAS materials inside the stores for verification and for that he was paid wages. In the cross-examination, the witness has denied that the Petitioner had worked continuously for a period of 280 days in Engineering Section of Sevr Depot of Food Corporation of India. MW2 also has denied the suggestion that the Petitioner had worked for more than 280 days in the Respondent Corporation continuously. It is his further evidence that as per records the Petitioner was engaged in the year 1983 and 1984 intermittently for a total period of 148 days only. He has also stated that the Petitioner was not engaged as pump operator subsequent to 29-8-84 and hence there was no need for the service of the Petitioner. This has been admitted by the Petitioner himself in his evidence. The other witnesses examined by the Petitioner WW3 has stated that he does not know whether the Petitioner has worked continuously or intermittently as Sevr Depot. He has simply stated that the Petitioner had worked in the Engineering Department at Sevr Food Corporation of India in the year 1983. WW4 and WW5 have deposed that they do not know the Petitioner Thomas. WW6 also deposed that he does not know anybody by name Mr. Thomas. WW2 the Zonal Secretary of Food Corporation of India; SC/ST Employees Association who said to have sent the letter under Ex. W2 deposed that on the request of the Petitioner Thomas he had sent the letter to Respondent/Management and that only on his representation about the period of his work, the Respondent Food Corporation of India came to know the same and on that basis only he had mentioned in that letter Ex. W2 his period of work in the Respondent Corporation. In the cross-examination also he has reiterated the same. He would further admit in the cross-examination that he cannot say whether the contents of the Respondent/Management that Thomas was engaged in the year 1983 and 1984 intermittently for a total period of 148 days is correct or incorrect. WW7 deposed that he does not know personally for how many days the Petitioner/Workman had worked in Engineering Department, Food Corporation of India at Sevr. He would further say that Junior/Assistant Engineers under whom the Petitioner worked in the Engineering Division of Food Corporation of India used to note in the M. Book they maintain about

the nature and duration of work of the Petitioner. This he has deposed in Chief Examination itself. In the cross examination, he would further say that Engineering Division people of Food Corporation of India would only knew about the work for which the Petitioner was engaged as a daily wage workman in the Engineering Department. Except these evidences through WW2 to WW7 apart from examining himself as WW1 the Petitioner has not produced any acceptable evidence in support of his contention that he worked continuously for more than 280 days in the Respondent Food Corporation of India and therefore, he is entitled to be made permanent in service. On the other hand, the contention of the Respondent that Petitioner had worked only for a total period of 148 days in the year 1983 and 1984, the Respondent/Management has let in acceptable oral and documentary evidence. Further it is the admission of the Petitioner himself that he has not been engaged subsequent to 29-8-84 as there was no work. So, under such circumstances, it can be said that the action of the Respondent/Management Food Corporation of India, Chennai in not reinstating the Petitioner with back wages in service is legal and justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the concerned workman Sri D. Thomas is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open Court on this day the 10th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

For the I Party/Workman	WW1	Sri D. Thomas
	WW2	Sri T. Subramanian
	WW3	Sri A. Kesavan
	WW4	Sri M. Jayaraman
	WW5	Sri N. Thinakaran
	WW6	Sri M. Anthuraj
	WW7	Sri M. Kolandai
For the II Party/ Management	MW1	Sri M. Gopal
	MW2	Sri R. Kantharajan

Documents Exhibited :—

For the I Party/Workman			Nil
Ex. No.	Date	Description	
W1	29-08-84	Office order issued to Petitioner for his Engagement as pump set operator by Assistant Manager	
W2	29-02-85	Xerox copy of the letter of Zonal Secretary, FCI SC & ST Employees Welfare Association to the District Manager, FCI Regarding regularisation of the Petitioner	

For the II Party/Management :

Ex No.	Date	Description
M1	14-09-96	Xerox copy of the representation given by Petitioner to Regional Labour Commissioner (Central)
M2	19-03-97	Xerox copy of the counter filed by Respondent before Assistant Labour Commissioner (Central)
M3	31-07-97	Xerox copy of the counter filed by Respondent before Assistant Labour Commissioner (Central)
M4	Nil	Xerox copy of the M. Book showing entries for the labour Charges paid to Petitioner for the period from 11-6-83 to 29-6-83 @ Rs. 9 per day.
M5	Nil	Xerox copy of the M. Book showing entries for the labour Charges paid to Petitioner for the period from 29-08-83 to 26-9-83 @ Rs. 9 per day.
M6	Nil	Xerox copy of the M. Book showing entries for the labour Charges paid to Petitioner for the period from 1-10-83 to 31-10-83 @ Rs. 9 per day.
M7	Nil	Xerox copy of the M. Book showing entries for the payment made to Petitioner for the work of rearrangement of M.A.S. Materials inside stores for Rs. 171.

नई दिल्ली, 23 अप्रैल, 2003

का.आ. 1459. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय ई. सी. एल. प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल (संदर्भ संख्या 38/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-22012/212/2001-आई. आर.(सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 23rd April, 2003

S.O. 1459. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-22012/212/2001-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

In the matter of a reference U/s. 10(1)(d)(2A) of the
Industrial Disputes Act, 1947

REFERENCE NO. 38 OF 2002

PARTIES :

Employers in relation to the management of
Shyamsunderpur Colliery of M/s. E. C. Ltd.

AND

Their Workmen.

PRESENT :

Shri Ramjee Pandey, Presiding Officer.

APPEARANCES :

For the Employers : Sri P. K. Das, Advocate

For the Workman/Union : Sri S. K. Pandey, Chief General
Secretary of K. M. C.

State : West Bengal

Industry : Coal

Dated, the 21st February, 2003

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour, by its Order No. L-22012/212/2001/IR(CM-II) dated 29-08-2002, has referred the following dispute for adjudication by this Tribunal :

"Whether the action of the management of Shyamsunderpur Colliery of M/s. Eastern Coalfields Ltd. in dismissing Sri Lalji Rajbhar, SDL Helper from service is legal and justified? If not, what relief the workman is entitled to?"

2. In response to the summons issued by the Tribunal both the parties appeared through their respective representatives. Sri P. K. Das, Advocate, appeared for the management and Sri S. K. Pandey, Chief General Secretary of K. M. C. appeared for the union (workman). Both the parties filed their respective written statements and contested the dispute.

3. The facts of the case, in brief, are that the workman, namely, Lalji Rajbhar, was an employee of M/s. E. C. L. and was posted at Shyamsunderpur Colliery as SDL Helper. The workman was dismissed from service on the charge of unauthorised absence from 15-12-1998 to 24-2-1999 and the union has challenged the order of dismissal.

4. The case of the union (workman), in brief, is that the workman obtained four days leave from 15-12-1998 and

went to his native village where he fell ill and over-stayed for few days. After being declared fit the workman reported for his duty to the Agent, Shyamsunderpur Colliery with sick certificate, but he was not allowed to resume his duty rather he was informed that his service had been terminated on the charge of unauthorised absence. No chargesheet was served to the workman. The workman had no knowledge of the enquiry and no opportunity was given to him to defend himself and thereby the management has violated the principle of natural justice as the enquiry was concluded *ex parte* and hence the order of dismissal is illegal and unjustified. It is further stated that after the order of dismissal the workman was nowhere employed and he is at the stage of starving and accordingly a prayer has been made to direct the management to reinstate the workman in service with full back wages.

5. The case of the management, in brief, is that the workman neither obtained leave nor gave prior information to the management and hence his absence was unauthorised. Although the charge-sheet was given to the workman but he failed to reply the same and, as such, a domestic enquiry was conducted and notices were given to the workman on his home address, but despite service of notice the workman did not appear and the Enquiry Officer had no alternative than to conclude the enquiry proceeding *ex parte*. After conclusion of the enquiry the Enquiry Officer submitted a finding that the charge against the workman was established and after considering the fact of the case the competent authority was satisfied and then awarded the punishment of dismissal from service after giving proper notice to be workman regarding the finding of the Enquiry Officer. It is further stated that the plea of the union to the effect that the workman fell ill is incorrect rather the plea of illness is after thought. It is further stated that the punishment of dismissal is justified and does not require interference by the Tribunal.

6. Although in its written statement the union has pleaded that the enquiry was conducted *ex parte* and the workman was not given opportunity to be heard, but during hearing on the point of fairness and validity of the enquiry proceeding the representative of the union did not challenge the same and hence the enquiry proceeding has been held to be fair and valid.

7. First point for consideration is as to whether the charge against the workman has been established and finding of Enquiry Officer is correct. It is admitted by the union also that the workman was absent from his duty from 15-12-1998 to 24-2-1999. It is also admitted that the workman had not obtained leave for the whole period of absence nor he had given prior intimation to the management about the cause of his absence. In defence it has been pleaded by the union that the workman had obtained leave for four days from 15-12-1998 and thereafter he became sick due to which he could not attend his duty, but from

perusal of the enquiry report and the materials collected during enquiry it is clear that the union could not prove the fact that the workman was sick during that period nor it has been proved that he had obtained leave for four days and hence the absence of the workman for the whole period was unauthorised. In this view of the matter it is apparent that the charge against the workman has been established and finding of Enquiry Officer in this regard is correct.

8. Next point for consideration is as to whether the punishment of dismissal from service is justified. In this regard learned lawyer for the management submitted that the absence of the workman for such a period was unauthorised and hence the order of dismissal is justified. On the other hand, the representative of the union contended that past service of the workman was clean and he was never charged for any misconduct and hence the present charge of absence from duty is not a gross misconduct attracting maximum punishment of dismissal from service. In view of contrary submissions I perused the materials on the record. Learned lawyer for the management fairly admitted that there is nothing on the record to show that the workman was ever chargesheeted for any type of misconduct. Considering the above facts only fault on the part of the workman is that he was absent from duty for a period of about two months, five days. I agree with the submission of the representative of the union that the present charge against the workman is not a gross misconduct warranting maximum punishment of dismissal from service and hence the order of dismissal is set aside.

The union has pleaded in the written statement that after his dismissal from service the workman was not employed anywhere. Although it is burden upon the management to prove that the workman was gainfully employed but the management has failed either to plead or to prove the fact that the workman was gainfully employed anywhere. In this view of the matter the management is directed to reinstate the workman in service with 60% of the back wages. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1460.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई.डी. नं. 101/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-04-03 को प्राप्त हुआ था।

[सं. एल-12012/83/2002-आई.आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 24th April, 2003

S.O. 1460 .— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 101/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 23-04-03.

[No. L-12012/83/2002-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 11th April, 2003

PRESENT:

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE No. 101/2002

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Sri R. Suvakin and Management of State Bank of India, Chennai.]

BETWEEN

Sri R. Suvakin : I Party/Workman

AND

The Chief General Manager, : II Party/Management
State Bank of India, Chennai.

APPEARANCES:

For the Workman : I Party in person

For the Management : Sri K.S. Sunder &
B. Mahibala, Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/83/2002/IR(B-I) dated 10-10-2002.

On receipt of the order of reference from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 101/2002 and notices were sent to the parties to the dispute by registered post, with a direction to appear before this Tribunal on 10-12-2002 to file their respective Claim Statement and Counter Statement and to prosecute this case further. Accordingly, for the I Party/Workman, the party in person and for the II Party/Management learned counsel on record have filed their

respective claim statement and counter statement and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, after hearing the arguments advanced by the I Party in person and learned counsel for II Party/Management and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of State Bank of India, in not regularisation of Shri R. Suvakin by the bank is justified? If not, what relief the workman is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri R. Suvakin (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner was selected for appointment to the post of temporary messenger-cum-menial through the concerned District Employment Exchange on merits. He had worked in Thuvakudi Industrial Estate branch of the Respondent/Bank for 37 days in the month of October, November, 1982 and 60 days in 1991, 204 days in Thuvakudi branch, 61 days in Urayur branch and 7 days in Palakkarai in the year 1992, 59 days in Thuvakudi branch and 16 days in Urayur branch, 11 days in Melachinthamani branch, 2 days in Kamarajapuram branch in the year 1993, 63 days in Thuvakudi branch, 41 days in Urayur branch, one day in Pallakarai branch, 20 days in Ramalinganagar branch in 1994, 220 days and 219 in TNJ Main branch in 1995 and 1996 respectively, 198 days in Ammapet branch, 45 days from February to march at Koothanallur branch in the year 1997, 168 days in TNJ main branch, 109 days in Ammapet branch, 30 days in VOC Nagar branch, 60 days in T.M. branch in the year 1998, 33 days in TNJ main branch, 236 days in Ammapet branch and 12 days in T.M. branch in the year 1999 and 65 days in TNJ main branch from January to April, 2000. The State Bank of India and the All India State Bank of India Staff Federation had entered into a settlement under section 2(p) and section 18(1) of the Industrial Disputes Act, 1947. As per para 7 of the said settlement interview will be conducted by the selection committee to determine suitability/unsuitability of temporary employees for permanent appointment in the bank. After completion of interviews, Interview Committee will finalise panels for full time and part time appointment of suitable candidates for ministerial and non-ministerial position. The names of suitable candidates will be waitlisted in order of their respective categories (viz. a, b and c) and length of aggregate temporary service put in the bank between 1st July, 1975 to 31st December, 1987 or any other dates so fixed by the bank. These panels be valid upto December

1991. Para 8 of that settlement categorically says that the guidelines regarding reservations of vacancies for SC/ST/Ex-Servicemen etc. would however, be applicable. On the basis of the above said Settlement, a circular dated 20-4-88 was issued. The candidates who have already served as temporary messenger in various branches of State Bank of India are being considered for permanent appointment as per the terms of the said settlement. Only on the basis of the aggregate service put in by them for the entire period i.e. from 1957 to 1987. The seniority of the candidates is to be fixed on the basis of the date of appointment and not on the basis of the number of working days. The basis of the claim of the Petitioner is sub-clauses (g) and (h) of Section 25 of Industrial Disputes Act. Both the sub-clauses would clearly reveal that the candidates who were already terminated for want of vacancies alone are to be re-appointed in case of future vacancies. As the Petitioner was appointed earlier point of time, he alone ought to have been invented and appointed to the post of messengers cum menials in various branches of State Bank of India in the subsequent vacancies. But the Respondent/Bank management had appointed fresh candidates to the said post without offering employment opportunity to the Petitioner who was already terminated from service for want of vacancy. If the Respondent/Bank management had followed the principles laid down under sub-clause 'g' and 'h' of Industrial Disputes Act, 1947 strictly there would not have been any confusion. In view of the above provisions, the candidates who were appointed in the later point of time, cannot claim margin over the Petitioner on the ground that they have rendered few days more service than that of the Petitioner. The Respondent/Bank management had not followed the principles of reservation strictly and as such the act for the Respondent/Bank management drawing the list of candidates fit for permanent appointment to the post of messengers cum menials is liable to be condemned as unconstitutional and ultra vires. The Respondent/Bank management has violated not only the official memorandum but also the order passed by the Hon'ble Supreme Court of India in Mandal Commission's case. Because of the failure on the part of the Respondent/Bank management to follow the reservation policy, candidates like the Petitioner had lost chances of permanent appointment to the said post. The seniority list issued by the Respondent/Bank management is unconstitutional and ultra vires. The Petitioner has been placed at the bottom of the said seniority list which is drawn on the basis of the number of days of aggregate service and not on the basis of date of appointment. Hence, the seniority list is liable to be struck down. On the basis of the said seniority list already 26 persons were appointed to the post of messenger cum menials and the Respondent/Bank management has now issued notice to 40 to 50 candidates asking them to appear for verification of the certificates for permanent appointment to the post of messenger cum menial. The Petitioner is fully qualified to be appointed to the said post

as he was originally appointed through the concerned District Employment Office. In view of Section 2(oo) and 2(bb) read with section 25H of Industrial Disputes Act, 1947 a candidate cannot be terminated for appointment of another candidate. It is against all the principles of natural justice, fair play, equity. The alleged settlement does not bind the Petitioner as it was not entered into the presence of the Petitioner. The Petitioner was not aware of any such settlement and he had come to know the same only recently. Immediately after coming to know about the same he filed a petition under section 2A of the Industrial Disputes Act, 1947 before the Assistant Labour Commissioner (Central) Chennai. The said authority has not chosen to send any reply to the Petitioner so far. As no order passed on the conciliation proceedings, the Petitioner has filed a Writ Petition in the High Court of Madras in W.P. No. 2421/93 and got a direction for the disposal of the conciliation proceedings. On the basis of the said direction, proceedings were initiated and a failure report was sent to the Govt. Then the Govt. has referred this matter to this Tribunal for adjudication. Therefore, it is prayed that this Tribunal may be pleased to pass an award directing the Respondent/State Bank of India to reinstate the Petitioner with continuity of service, back wages, attendant benefits and regularisation of service with effect from the date of his joining the service of the Respondent/State Bank of India and award costs.

3. The averments in the Counter Statement filed by the II Party/Management State Bank of India (hereinafter refers to as Respondent) are briefly as follows :—

The claims of the Petitioner and the allegations made in the Claim Statement are incorrect/false except those that are specifically admitted herein. Due to exigencies of circumstances and on account of urgent needs several branches of State Bank of India throughout the country resorted to temporary engagement of temporary messengers in its leave vacancies. Such temporary messengers were numerous and were demanding employment. Their causes were espoused by the State Bank of India staff Federation and it was decided to enter into settlements bonafide considering that (i) vacancies were limited (ii) temporary employees were much more than the available vacancies (iii) rights of certain temporary employees who have completed 240 days of continuous service during the period of 12 calendar months and (iv) the rights of employees who have worked for less than 240 days during the period of 12 calendar months and (v) since no other practical solution was possible. The Respondent and All India State Bank of India Staff Federation which is the recognised majority union entered into settlement under section 18(1) of the Industrial Disputes Act, 1947 read with rule 58 of Central Rules on 17-11-1987 which is referred as first settlement. Subsequently, 2nd, 3rd settlements were executed on 16-7-88, 27-10-88 respectively. Minutes of the proceedings recorded before

the Regional Labour Commissioner (Central) Hyderabad dated 9-6-95, and the 5th Settlement was executed on 30-7-96. As per the terms of the 1st as well as the 2nd Settlement three categories of temporary employees who have worked in subordinate cadre during 1-7-75 to 31-7-88 on regular scale wages were eligible for the chance of being considered for permanent appointment. i.e. (a) those who have completed 240 days temporary service in 12 calendar months or less after 1-7-75 (b) those who have completed 270 days aggregate temporary service in a continuous block of 36 calendar months and (c) those who have completed minimum 30 days aggregate temporary service in any continuous block of 36 calendar months after 1-7-75 subject to other eligibility criteria. As per the 1st and 2nd Settlement, Waitlist of eligible temporary employees has been drawn strictly as per the length of service and the waitlist was valid upto 31-12-1991 and thereafter it was lapsed. Accordingly, the temporary employees were considered and waitlist were drawn and temporary employees were appointed. Out of the eligible temporary employees who were considered for waitlisting 652 temporary employees were waitlisted in the Tiruchirappalli module and 212 wait-listed candidates were appointed and other waitlisted candidates were not appointed as the waitlist lapsed. The Petitioner was waitlisted as candidate No. 647. The clause 10 of the 1st settlement stipulates that if there are any future vacancies fresh employees should not be engaged and only the wait-listed temporary employees alone are to be engaged. As the Petitioner was waitlisted as candidate No. 647 he was engaged against vacancies, until the vacancy was filled up by another senior waitlisted temporary employees. Despite the Petitioner has worked in many branches and the number of days worked are subject to verification of the branch records. However, such engagements does not confer on the Petitioner any right except the right under the 1st Settlement and hence, the claim of the Petitioner that he is eligible for permanent appointment is incorrect and invalid. All the above said five settlements were executed considering the enormity of the situation bona fide and are valid and binding on all the employees including the workman. A cut off date mentioned in clause 7 of the first settlement as 31-12-91 was amended as 31-12-92 by clause 11 of the 2nd settlement again by clause 1 of the fourth settlement, the cut off date was amended as 31-12-94. As per clause (d) of the third settlement, panels of temporary employees will be used for filling existing vacancies and/or those which may arise upto December, 1994. Thereafter, these will stand lapsed and the remaining candidates will have no claim whatsoever for being considered for permanent appointment in the bank. The date 31-12-94 was amended by para 3 at page 2 of the 5th settlement incorporation the Minutes recorded in the conciliation proceeding before the Regional Labour Commissioner (Central) Hyderabad. As per the recorded minutes, both

the panels of temporary employees and daily wage/casual employees will be kept alive upto March, 1997 for filling up vacancies existing arrived at as on 31-12-1994 as per norms agreed to between the bank and Federation and the identification of messenger vacancies will be done w.e.f. 1-4-1997 on the basis of new norms be finalised in the mean time. All the messenger vacancies as on 31-12-94 were filled up in the Trichy module by drawing candidates from the waitlist which was valid upto 31-3-97. In terms of the five settlements the Petitioner has to be considered for appointment and the waitlist which has to lapse as on 31-12-1991 was extended to 31-3-97 and 212 temporary employees were appointed in the Trichy module. The claim of the Petitioner cannot be considered as per the Bipartite Settlement and the Petitioner is estopped from making such claims. Hence, it is prayed that the industrial dispute may be dismissed as there are no merits in the dispute.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. No document has been marked as an exhibit on either side. The I Party in person and the learned counsel for II Party/Management has advanced their respective arguments.

5. The point for my consideration is —

“Whether the action of the management of State Bank of India, in non-regularisation the services of Shri R. Suvakin is justified? If not, what relief the workman is entitled?”

Point :

The I Party/Workman Sri R. Suvakin has raised this industrial dispute challenging the action of the management of State Bank of India in not regularising his services as unjustified. It is the contention of the Petitioner that he had worked as a temporary messenger cum menial first for a period of 37 days in the year 1982 and then from 1991 to 2000 in various branches of State Bank of India, Trichy Region intermittently for various short periods and on the basis of his temporary service as per the Settlements entered into between the State Bank of India and All India State Bank of India Staff Federation waitlist for the candidates who have served as temporary messenger cum menials in various branches have been prepared and seniority list is drawn on the basis of the number of days of aggregate service and not on the basis of the date of appointment. The said seniority list is liable to be struck down as unconstitutional. As the Petitioner was appointed earlier, he alone ought to have been invited and appointed to the post of messenger cum menial in various branches of the State Bank of India in subsequent vacancies. But on the basis of the said seniority list, person who have been appointed later to the Petitioner in point of time have been given permanent appointment to the post of messenger cum menial taking into consideration their period of service and not the date of appointment. This caused irreparable loss and great hardship to the Petitioner.

6. In reply to the claim of this petition, the Respondent/Bank has contended that as per the terms of the various Settlements in the banking industry between the Trade Unions and the Bank Management, waitlist of eligible temporary employees was drawn which in valid upto 31-12-91 and it will lapse thereafter and that accordingly, temporary employees were considered and wait list were drawn and from out of the wait list, the employees were appointed. It is also their contention that subsequently the cut off date of 31-12-91 has been extended to upto 31-12-94 as per the Minutes recorded in the conciliation proceedings for the 5th Settlement before the Regional Labour Commissioner (Central), Hyderabad and that it was agreed that pannels will be kept alive upto March, 1997 for filling up vacancies existing arrived at as on 31-12-1994 as per norms agreed to between the bank and the Federation and the identification of messenger vacancies will be done with effect from 1-4-1997 on the basis of new norms be finalised in the mean time. It is also their contention that all the messenger vacancies as on 31-12-94 were filled up in the Tiruhirappalli module by drawing candidates from the wait list, which was valid upto 31-3-97 and 212 temporary employees from out of the wait list have been appointed in the Trichy Module. The learned counsel for the Respondent/Management has also argued that the said wait list extended upto 31-3-97 has been already lapsed and the Petitioner who was waitlisted candidate No. 647 could not be engaged for the permanent vacancy, as all the permanent vacancies as on 31-12-94 has been filled up and the wait list itself has been lapsed on 31-3-97. It is further contended by the Respondent/Management through their counsel that the Petitioner who has waitlisted as candidate No. 647 was engaged against vacancies until the vacancy was filled up by another senior waitlisted temporary employee and such engagement does not confer on the Petitioner any right except the right under the 1st Settlement and the claim of the Petitioner that he is eligible for permanent appointment is incorrect and invalid. The learned counsel for the Respondent/Management has referred to the decisions of the Supreme Court in the cases report as AIR 1991 SC 1614 *Sankarson Dash Vs. Union of India* 1997 (6) SCC 584 *Syndicat Bank Vs. Sankar Paul* and 1997 (4) SCC 283 *Sanjay B.V. Vs. Union of India* and has argued that as per the decision of the Hon'ble Supreme Court in the above cited cases the inclusion of a candidate in the merit list does not confer any right for selection and that if the waitlist is for a specified period and if it lapses the waitlisted persons do not have any further right under the waitlist and that the wait listed candidates have no right for appointment, when there are no vacancies.

7. A perusal of the entire records produced by the parties to this proceedings and their respective contentions raised in their respective claim as well as Counter Statement clearly shown that the Petitioner cannot claim as a right to be posted as a permanent employee on the basis of his

temporary engagement in the vacancies of the permanent post. The Petitioner cannot challenge in this dispute the method adopted by the Respondent/Bank management in drawing the list of candidates to be kept in the wait list. It is seen from the available materials that one such wait list has been drawn as per the clauses and tems of the settlements between the Bank management and All India State Bank of India Staff Federation. As rightly contended by the learned counsel for the Respondent/Management, the decision of the Supreme Court in the above cited cases are squarely applicable to the facts of this case and hence, as the period specified for the wait list has been lapsed by 31-3-97 the Petitioner was admittedly waitlisted as candidates No. 647 cannot have any further right under the wait list and as a waitlisted candidate he has no right for appointment, when there are no vacancies. hence, the claim of the Petitioner for reinstatement in service of the Respondent/Bank as a permanent employee with continuity of service and back wages with all attendant benefits cannot be granted. So under such circumstances, the action of the Respondent/Bank management of State Bank of India in not regularising the intermittent temporary service of the Petitioner as messenger cum menial cannot be said to be unjustified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

8. In the result, an Award is passed holding that the concerned workman Sri R. Suvakin is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open Court on this day the 11th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Exhibited

On either side : Nil

नई दिल्ली, 24 अप्रैल, 2003

का.अ. 1461. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट (संदर्भ संख्या रेफ. नं. 70 ऑफ 1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-04-03 को प्राप्त हुआ था।

[सं. एल-12012/70/96-आई.आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 24th April, 2003

S.O. 1461. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 70 of

1997) of the Central Government Industrial Tribunal No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 23-04-03.

[No. L-12012/70/96-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

SHRI B. BISWAS, Presiding Officer

[In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 70 OF 1997.

PARTIES:

The Employers in relation to the management of State Bank of India, Ranchi and their workmen.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand Industry : Bank.

Dated, Dhanbad, the 2nd April, 2003.

ORDER

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/70/96-IR-(B), dated, the 14th July, 1997.

SCHEDULE

"Whether the action of State Bank of India, Management Ranchi in dismissing Sri John Dadel from his service was right and justified? If not, to what relief the concerned employee is entitled to?"

2. In this reference neither the concerned workman nor his representative appeared. However, the management side appeared through their authorised representative and filed authorisation in this reference before this Tribunal but did not submit any written statement. It is seen from the record that the instant reference was received by this Tribunal on 30-7-1997 and since then it is pending for disposal. As the concerned workman failed to appear, registered notices and show cause notice were issued to both the workman side but in spite of issuance of notices they failed to appear before this Tribunal. They also did not even respond to the notices issued by this Tribunal. In natural course the question will arise what will be the fate of the reference made by the Ministry for its disposal. The reference is made on the basis of dispute raised by the

concerned workman/union. Naturally responsibility rests with the concerned workman/union to assist the Court to dispose of the reference in issue on merit. In view of the decision reported in 2002 (94) FLR 624 it will not be just and proper to pass 'No. dispute' Award when both parties remain absent. There is also no scope to answer the reference on merit in absence of any W.S. and available documents. There is no dispute to hold that when any reference is made it is expected to be disposed of on merit but when the parties do not take any step or do not consider even to file W.S./documents such expectation to dispose of the reference on merit comes to an end. It is not expected that for years together the Court will pursue the matter suo moto with the expectations for appearance of the workman in spite of issuance of registered notices. As per I.D. Act the workman excepting under provisions of Section 2A is debarred from raising any industrial dispute. The disputes are mainly raised by the Union for their workmen. These unions in spite of receiving notices did not care to appear before the Court for the interest of the workman and as result they have been deprived of getting any justice. Until and unless the attitude of the union is changed I consider that this uncalled for situation will persist. Definitely it is the duty of the Court to dispose of the reference on merit but it depends on the cooperation of both sides. Here the record will clearly expose that sufficient opportunities had been given to the workman/union but yielded no result. This attitude shows clearly that the workman side is not interested to proceed with the hearing of the case for disposal on merit.

Under the facts and circumstances, I also do not find any sufficient reason to drag on the case for an indefinite period. Accordingly as there is no scope to dispose of the reference in question on merit, the same is closed.

B. BISWAS, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1462 .— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ त्रावनकोर के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई.डी. नं. 14/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-04-03 को प्राप्त हुआ था।

[सं. एल-12012/362/2001-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th April, 2003

S.O. 1462 .— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 14/2002) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Government on 23-04-03.

[No. L-12012/362/2001-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, CHENNAI

Thursday, the 10th April, 2003

PRESENT:

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 14/2002

[In the matter of the dispute for adjudication under clause (d) of sub-sec. (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Sri S. Krishnamoorthy and the Management of Assistant General Manager, State Bank of Travancore.]

BETWEEN

Sri S. Krishnamoorthy : I Party/Workman

AND

The Assistant General Manager, Region IV,
State Bank of Travancore,
Z.O. Chennai. : II Party/Management

APPEARANCES:

For the Workman : M/s T.K. Ravi Kumar
& V. Pappuraj,
S. Karthikeyan,
Advocates

For the Management : Ms. S.S. Jayaraman,
H. Balaji &
V.V. Balasubramanian,
Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-12012/362/2001/IR(B-I) dated 25-01-2002.

On receipt of the order of reference from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 4/2002 and notices were sent to the parties to the dispute by registered post, with a direction to appear before this Tribunal on 05-03-2002 to file respective Claim Statement and Counter Statement and to prosecute this case further. Accordingly, the learned counsel on record on either side have filed their respective claim statement and counter statement and prosecuted this case further.

Upon perusing the 'Claim Statement, Counter Statement documentary evidence let in on the side of the I Party/Workman alone, the other material papers on record, after hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above-mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows:

"Whether the action of the management of State Bank of Travancore in dismissing the services of the workman Sri S. Krishnamoorthy is justified? If not, what relief is he entitled to?"

2. The averments in the Claim Statement filed by the I Party/Workman Sri S. Krishnamoorthy (hereinafter refers to as Petitioner) are briefly as follows:—

The Petitioner was working as a Head Cashier with M/s. State Bank of Travancore, Indira Nagar Branch, Chennai. On 12-2-98 the Petitioner was on duty and he was the joint custodian of cash kept in the bank along with Mr. Ramanarayanan. After the completion of the business of the branch on 12-9-98, the Petitioner in his capacity of the cashier of the branch and as one of the custodians of the cash kept the cash in the safe room along with the other custodian Manager Mr. Ramanarayanan after verification of the cash by him. On verification he found the cash to be correct and then only the cash was kept in safe. Since the Petitioner has to attend the examination at Loyola College on 13-9-98, Mrs. Lalitha was posted as in-charge cashier on 12-9-98. On 12-9-98 Mrs. Lalitha, Mr. Ramanarayanan and the petitioner signed the cash balance book. On 13-9-98 when the Petitioner went to the bank after writing his examination, it was alleged that there was a shortage of Rs. 80,000. The Petitioner was manhandled and was compelled to write a letter as per the dictation of the Manager Mr. Ramanarayanan and the Petitioner had no other alternative to avoid the harassment of the manager Mr. Ramanarayanan. The Respondent/Bank Management had given a complaint to the Central Crime branch on the 17-9-98 and it was registered as crime No. 1345/98. The Petitioner was placed under suspension by an order dated 16-9-98. The charge memo dated 29-9-98 was issued to the Petitioner directing him to give his explanation for the charges. It is alleged in the charge memo that the Petitioner had embezzled an amount of Rs. 80,000 from the branch cash balance on 12-9-98 at the end of the day's transaction by bundling eight sections of Rs. 50 currency notes in between two Hundred Rupees denomination sections in two bundles and accounting the total value of each of the bundle as Rs. 1,00,000 and that at the end of the day while keeping cash in the joint custody the Petitioner had deliberately manipulated the verification of cash to mislead

the other joint custodian viz. the cashier, who was temporarily taking charge from the Petitioner to relieve him, so that the Petitioner could avail a day's duty leave the next day and the Branch Manager who was holding joint charge of cash on that day and that on account of his actions he had committed a fraud on the bank to the tune of Rs. 80,000/- and that he had borrowed an amount of Rs. 70,000/- from the customer of the branch M/s. Gautham Consultancy vide cheque No. 018301 dated 12-9-98 for Rs. 20,000 and Rs. 50,000 from M/s. Super Soft Systems vide cheque No. 006261 dated 12-9-98 violating the existing rules of the bank. The Petitioner sent an explanation dated 4-11-98 by registered post and the same was received by Respondent/Bank on 6-11-98. He handed over another copy of explanation to the Branch Manager on 7-11-98. On 26-9-99 the Respondent/Bank management sent a letter to hold a departmental enquiry wherein it is stated that no explanation was sent for the charge memo dated 4-11-98. The Petitioner sent another explanation dated 20-7-99 and also the acknowledgement of the receipt of the earlier explanation dated 4-11-98. The Respondent/Bank management sent another letter dated 23-7-99 and appointed another Enquiry Officer and a communication dated 6-8-99 was received. The enquiry was fixed on 20-8-99. The police filed charge sheet in C.C. No. 5418/98. The Petitioner filed a Writ Petition to stay the departmental enquiry and the same was dismissed by Hon'ble High Court on 26-8-99. The Respondent/Bank management has not conducted any preliminary enquiry and the explanation of the Petitioner was not considered, which shows non-application of mind by the Respondent/Bank management. The Respondent/Bank management conducted the enquiry in violation of clause 19.4 of Bipartite Settlement. The departmental enquiry commenced and the witnesses cited in the charge-sheet by police in CC No. 5418/98 were examined. The Respondent/Bank management has not produced any records relating to the joint custody of the cash. The Petitioner obtained copies of documents from the bank and marked as charge sheeted employee's exhibits under 1 to 10. They were not considered by the Enquiry Officer. The Enquiry Officer has not permitted the Petitioner to question the witnesses regarding the exhibits relied on by him. The signature of the Petitioner in the vault register is forged by Lalitha Sankar and admitted by witness in her evidence and the vault register was marked as CSE Ex. No. 7. The Manager and Lalitha Sankar admitted the presence of Mr. Pandian who is to bundle the cash and this part of the evidence was not considered by the Enquiry Officer. As far as the third charge is concerned the transaction was done with the permission of the Manager. Mr. Ramanarayanan and there is no allegation by customer. The Petitioner was denied fair opportunity to defend properly which is in violation of principles of natural justice. The report of the Enquiry Officer was communicated to the Petitioner and the Petitioner had also submitted his reply. The preliminary order was passed on 30-12-99. The

Petitioner attended the personal hearing on 1-2-2000 and the final order was passed by the Respondent/Bank management on 6-3-2000 dismissing him from the service of the Bank. The Petitioner filed an appeal with the Deputy General Manager. After a personal hearing 8-5-2000 the Appellate Authority passed an order dated 12-6-2000. In evidence the bank management witness Manager Mr. Ramanarayanan had admitted that the Assistant Manager is the Joint Custodian of the cash who will be having another key for the vault and the vault cannot be opened with a single key. So the Assistant Manager was also responsible for the cash. The Manager further admitted that along with another Joint Custodian Lalitha Sankar verified the cash and kept it in the vault on 12-9-98. The Manager Mr. Ramanarayanan and Lalitha Sankar had the key on 12-9-98. The evidence of Witnesses in C.C. No. 5418/98 have to be considered along with the averment of the Petitioner in his Claim Statement. Hence, it is prayed that this Hon'ble Tribunal may be pleased to set aside the order of Respondent/Bank management dated 6-3-2000 dismissing the Petitioner from service which has been confirmed by the Appellate Authority in his order dated 12-6-2000 and pass such other orders in the circumstances of the case.

3. The averments in the Counter Statement filed by the II Party/Management State Bank of Travancore, Chennai (hereinafter refers to as Respondent) are briefly as follows :—

The Petitioner joined the services of the Respondent branch on 18-1-1982. He was working as Head Cashier at Indira Nagar Branch of the bank in Chennai from 8-3-95 onwards. On Sunday the 13th September, 1998 which is a working day for the bank Branch Manager of the branch informed the controller of the branch i.e. the Assistant General Manager Region II of the Chennai Zonal Office at his residence about the shortage in cash detected at the time of opening of the cash vault. This was followed by a report in writing on 15-9-98, since 14-9-98 being a Money as a weekly holiday for the branch. Mr. T.D. Subramaniam the then Manager, Office Administration at the Zonal Office of the bank was advised to make an investigation into the matter and report. He carried out investigation of the alleged incident at the branch and submitted his report on 23-9-98. It was reported by him that the Petitioner who was the permanent joint custodian of cash as Head Cashier of the branch had embezzled money from the bank. He has also stated in his report that as to how the Petitioner has embezzled the amount of Rs. 80,000 from the branch cash balance on 12-9-98. He had also reported that the Petitioner had borrowed an amount of Rs. 70,000 from the customers of the branch i.e. M/s. Gautham Consultancy vide cheque No. 018301 dated 12-9-98 for Rs. 20,000 and M/s. Super Soft Systems vide cheque No. 006261 dated 12-9-98 for Rs. 50,000 violating the service rules of the bank. After filing a police complaint the Petitioner was issued a charge

sheet dated 20-9-98 for his lapses. He had also submitted his reply in the charge memo denying all the charges levelled against him and has alleged that the charges were foisted against him and he was not guilty of any of the charges and had blamed Mr. Ramanarayanan the Branch Manager for the lapses. Not being satisfied with his explanation, a domestic enquiry was ordered into the charges levelled against the Petitioner. The Petitioner had nominated Mr. Sivathanupillai, an office bearer of the Trade Union as his defence representative in the enquiry. The Petitioner also had approached the Hon'ble High Court of Madras by way of writ petition challenging the disciplinary proceedings on the ground that the criminal proceedings and disciplinary enquiry could not be held simultaneously. The Hon'ble High Court was pleased to dismiss the writ petition on 26-8-89. Then the enquiry proceedings was started and five witnesses have been examined on the side of the management and ten documents were filed as management exhibits. The enquiry was conducted strictly in accordance with the provisions of Bipartite Settlement following the principles of natural justice. The Petitioner was given all the opportunity to defend the case. The Petitioner took part in the enquiry fully and cross examined the management witnesses. He did not choose to examine any witness on his side. A mere perusal of enquiry proceedings would clearly show that the enquiry was conducted properly. However, if this Hon'ble Tribunal comes to a conclusion that the enquiry conducted by the Respondent/Bank is not fair and proper, the Respondent/Bank craves leave of this Hon'ble Court to give them an opportunity to establish the charges by letting in evidence before this Hon'ble Court. The Enquiry Officer after analysing the entire evidence, submitted his report with a finding that the Petitioner is guilty of the charges levelled against him. Thereupon a communication was sent to the Petitioner on 15-11-99 enclosing the copy of the enquiry report with an advise to make his submissions, if any. The Petitioner made his submissions on 1-12-99. The Disciplinary Authority after considering the entire evidence, enquiry report, the submission made by Petitioner, concurred with the findings of the Enquiry Officer and having regard to the seriousness of the misconduct, issued show cause notice to the Petitioner directing him to show cause as to why the punishment of dismissal from service should not be imposed on him for the misconducts committed by him. The Petitioner submitted his reply reiterating the earlier stand. He was given a personal hearing by the Disciplinary Authority after considering everything. The Disciplinary Authority passed a final order on 8-3-2000 confirming the proposed punishment and the Petitioner preferred an appeal to the Appellate Authority and after a personal hearing and considering all the relevant materials and points raised by the Petitioner during personal hearing, the Appellate Authority dismissed the appeal of the Petitioner. For the proved misconduct of the Petitioner, he was awarded the punishment of dismissal from service by

the Disciplinary Authority. The contention of the Petitioner that the evidence in criminal case should be treated as part and parcel of the Claim Statement is totally unsustainable. The XI Metropolitan Magistrate Court, Chennai in C.C. No. 5418/98 found the Petitioner guilty of the offences but released him under section 4(1) of Probation of Offenders Act, 1958. He was found guilty of the Magistrate's Court for the offences involving moral turpitude. Therefore, in terms of section 10(1)(b)(i) of the Banking Regulation Act, 1949 the Petitioner cannot be continued in employment in the bank. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim and pass an award confirming the order of punishment.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. 18 documents have been marked by consent on the side of the Petitioner/Workman as Ex. W1 to W18. No documents has been marked as an exhibit on the side of the II Party/ Management. The learned counsel on either side has advanced their respective arguments.

5. The point for consideration is :—

"Whether the action of the management of State Bank of Travancore in dismissing the services of the workman Sri S. Krishnamoorthy is justified? If not, what relief is he entitled to?"

Point :

This industrial dispute has been raised by the Petitioner/Workman Sri S. Krishnamoorthy challenging the action of the management of State Bank of Travancore in dismissing him from service as unjustified. It is admitted that the Petitioner was working as a Head Cashier in the Indira Nagar Branch of State Bank of Travancore at Chennai. It is also admitted that for the shortage of cash of Rs. 80,000 a charge memo dated 29-9-98 has been issued to him. The xerox copy of the same is Ex. W3. It is alleged in the charge memo that the Petitioner had embezzled an amount of Rs. 80,000 from the branch cash balance on 12-9-98 at the end of the day's transaction by bundling eight sections of Rs. 50 currency notes in between two Rs. 100 denomination sections in two bundles accounting the total value of each of the bundles as Rs. 1,00,000. It is further alleged in the charge memo that at the end of the day while keeping cash in the joint custody he had deliberately manipulated the verification of cash to mislead the other joint custodian viz Cashier who was temporarily taking charge from him to relieve him so that he could avail a day's duty leave the next day and the Branch Manager who was holding joint charge of cash on that day and that on account of his action, he had committed a fraud on the bank to the tune of Rs. 80,000 and that he had borrowed an amount of Rs. 70,000 from customers of the branch M/s. Gautham Consultancy by Cheque dated 12-9-98 for Rs. 20,000 and Rs. 50,000 from Super Soft Systems by their cheque dated 12-9-98 and thereby violated the

existing rules of the bank. It is further alleged in that charge memo that it is a gross misconduct involving moral turpitude under 19.5(d), 19.5(j) and 19.5(n) of the Bipartite Settlement and the minor misconduct under para 19.5 (7)(c) and 19.5 (7)(d) of the Bipartite Settlement. Prior to the issuance of charge memo, the petitioner was placed under suspension from the bank service by issuing a memo dated 16-9-98. The xerox copy of that memo is Ex. W2. For this charge memo the Petitioner has submitted his written explanation dated 4-11-98. The xerox copy of the same is Ex. W5. Prior to that he sent a written representation dated 26-10-98 to the Assistant General Manager Zonal Office, Madras. The xerox copy of the same is Ex. W4. It is also admitted that the Petitioner has given in writing a letter to the Manager, State Bank of Travancore, Indira Nagar Branch on 13-9-98 itself. The xerox copy of that letter is Ex. W1. In that letter he has stated that a shortage of Rs. 80,000 in cash was brought to his notice that day when he returned after the promotion examination and that as he had some urgent need the amount was taken by him yesterday and that he managed to conceal his action by substituting eight sections of Rs. 50 in two bundles of hundred rupee bundles and he kept two sections of Rs. 100 on both sides of each bundle and valued it Rs. 2,00,000 instead of actual value of Rs. 1.20 lakhs and that he admits his mistake which was committed due to extreme financial crisis and he promise to remit the shortage of Rs. 80,000 within a day. He has also given another letter on the same day to the manager of the branch stating that he is remitting Rs. 80,000 being the amount taken by him from the joint custodian on 12-9-98 and he regret for the incidents. The xerox copy of these two letters are Ex. W1 series. A departmental enquiry was initiated by the Respondent/Bank management to enquiry into the charges levelled against the Petitioner and a charge memo dated 29-9-98. The Petitioner was informed by the letter dated 29-6-99 by the Zonal Office Chennai about the appointment of Enquiry Officer and Presenting Officer for conducting the enquiry. The xerox copy of that letter is Ex. W6. After receipt of notice for the proposed departmental enquiry, the Petitioner has sent a letter dated 20-7-99 to the Disciplinary Authority permitting him to engage an advocate to defend himself in the departmental enquiry. The xerox copy of that letter is Ex. W7. Ex. W8 is the xerox copy of the letter dated 29-7-99 sent to the Petitioner by Zonal Office of Respondent/Bank informing him about the change of the Enquiry Officer. The departmental enquiry has been conducted. The Petitioner has taken part in the enquiry along with the defence representative. The xerox copy of the enquiry proceedings have been filed along with Ex. W8. On conclusion of the enquiry, the Enquiry Officer has submitted his report. The same has been forwarded to the Petitioner with a covering letter. The xerox copy of the same is Ex. W9. The Enquiry Officer has given a findings in the report that the charge sheeted employee is guilty of all the charges containing in the charge memo dated 29-9-98. The Petitioner has submitted his reply dated

1-12-99 for the report of the Enquiry Officer. The xerox copy of the same is Ex. W10. Ex. W11 is the xerox copy of the preliminary order issued by the Disciplinary Authority stating that he concurred with the findings of the Enquiry Officer and as the petitioner was found guilty of gross misconduct, which is serious in nature warrants a deterrent and exemplary punishment as spelt out in the provisions 21.4 of the Bipartite Settlement and he inclined to take a lenient view and imposed the punishment of dismissal from the bank with immediate effect and the Petitioner has further informed in the preliminary order to show cause why the proposed punishment should not be imposed on him for the proved charges. For the show cause notice the Petitioner has submitted his reply dated 18-1-2000. The xerox copy of the same is Ex. W12. Then the Petitioner was given intimation by the Disciplinary Authority to attend the personal hearing. The xerox copy of the said intimation dated 1-2-2000 is Ex. W13. Then the Disciplinary Authority passed a final order dated 6-3-2000 imposing the proposed punishment of dismissal from service of the bank with immediate effect for the proved misconduct of the Petitioner. The xerox copy of the final order is Ex. W14. Ex. W15 is the xerox copy of the appeal preferred by the Petitioner to the Appellate Authority. Ex. W16 is the xerox copy of the notice dated 25-4-2000 sent to the Petitioner by the Appellate Authority informing him to attend the personal hearing. The Appellate Authority after the personal hearing has passed on order dated 12-6-2000 dismissing the appeal by confirming the punishment imposed by the Disciplinary Authority. The order passed by the Appellate Authority has been sent to Petitioner with a covering letter dated 12-6-2000. The xerox copy of the same is Ex. W17. The Petitioner has filed a xerox copy of deposition of witnesses examined in the Criminal Case initiated against the Petitioner for the same misconduct along with the xerox copy of the judgement of the Criminal Court as Ex. W18 series. The Criminal Court has passed a judgement holding that the prosecution has proved the offence under section 408 IPC against the accused beyond all reasonable doubts and he was found guilty under section 408 of IPC and as he has pleaded mercy on the ground that he has dismissed from service and had remitted the amount of Rs. 80,000 on the very next day, the Court considered that it is not necessary to award any sentence and the benefit of Probation of Offenders Act may be extended to him and released the accused on his execution of a bond under section 4(1) of Probation of Offenders Act for a sum of Rs. 5,000 with the condition that he should keep good behaviour for a period of one year. From this it is seen that the Criminal Court has found the Petitioner guilty of the offence committed by him and took a lenient view on his request of sympathetic consideration on the ground that he has already remitted back the amount embezzled and was dismissed from service. It is seen from the enquiry report and the findings of the Enquiry Officer that the charges levelled against the Petitioner under the

charge memo Ex. W3 has been established with oral and documentary evidence by the Bank management in the domestic enquiry before the Enquiry Officer.

6. It is the contention of the Petitioner that he has not committed the offence and the Enquiry Officer has not permitted the Petitioner to question the witnesses regarding the exhibits relied on by the Petitioner and the signature of the Petitioner in vault register was forged by Lalitha Sankar. It is seen from enquiry proceedings that Mr. Ramanarayanan, Branch Manager, Elizabeth C. Crux permanent Assistant Manager, Accounts, Mrs. Lalitha Sankar, Temporary cashier who took charge from the Petitioner, Uma Parvathi, Clerk and Pandian, DCCP were examined as witnesses and the Petitioner took part in the enquiry fully and cross examined the management witnesses fully. He has not chosen to examine any witness on his side as defence witness. A perusal of the enquiry proceedings shows that the enquiry was conducted in accordance with the provisions of Bipartite Settlement following the principles of natural justice. Ex. W1 series clearly shows that on the next day itself the Petitioner has admitted his guilt and has remitted the cash shortage of Rs. 80,000 into bank. If really he has not committed that fraudulent act, or embezzlement of Rs. 80,000 on the day in question, there is no necessity to remit the huge amount by him on the next day itself after admitting the same in writing by letter dated 13-9-98 under Ex. W1. The Petitioner has stated in his letter dated 26-10-98 for the first time that he has been compelled to give one such letter under threat and coercion by the Branch Manager. This he has given about a month after the charge memo under Ex. M3 has been issued to him. He has reiterated the same in his reply dated 4-11-98 to charge memo under Ex. W5. If really what he has stated in his letter as reply under W4 and W5 are true and correct, he would have immediately reported the matter to the higher officials of the Respondent/Bank after one such letter under Ex. W1 has been given to the Branch Manager. From this it is seen that the reason he has given under explanation Ex. W4 and W5 for giving his letter under Ex. W1 on the next day of the shortage of cash in the bank shows that it has been given an after thought as a false statement to escape from the liability. It is seen from the Enquiry Officer's report that after analysing the entire evidence let in before him in the domestic enquiry given a finding in his report that the Petitioner is guilty of the charges levelled against him. The Disciplinary Authority after perusing the entire records, the report and findings of the Enquiry Officer, has given a 2nd show cause notice mentioning the proposed punishment of dismissal from service and after personal hearing, the Disciplinary Authority has concurred with the findings given by the Enquiry Officer in his report and imposed the proposed punishment of disnussal from service against the Petitioner for his proved misconduct. The Appellate Authority also after personally hearing the official and after considering

all the relevant materials and points raised by the Petitioner during personal hearing, has come to the conclusion that the charges were proved and there was no reason to interfere with the findings of Enquiry Officer and the decision of Disciplinary Authority in awarding the punishment to the Petitioner for the proved misconduct. As per the clause of the Bipartite Settlement the proved misconduct of the Petitioner is grievous in nature warranting a deterrent punishment. Hence, the Disciplinary Authority has imposed the punishment of dismissing the petitioner from bank service with immediate effect. It cannot be said to be a punishment disproportionate to the gravity of the proved misconduct of the Petitioner. As it is held in a case reported as 1999 II LLJ 194 between MANAGEMENT OF CATHOLIC SYRIAN BANK LTD. AND INDUSTRIAL TRIBUNAL, MADRAS by the Hon'ble High Court of Madras that "*continuing in employment a person committed fraud would be prejudicial to the interest of the bank. The industrial Tribunal is a Judicial Forum, who records conclusions based on findings and available relevant materials should properly exercise the discretionary power of the Tribunal to interfere with the punishment imposed on the workman by the management under section 11A of Industrial Disputes Act, in respect of the quantum of punishment and the discretionary power does not mean licence to direct reinstate even where it is not warranted and to set aside the order of dismissal when records do not warrant such setting aside the order of dismissal and the industrial Tribunal cannot interfere with the quantum of punishment if proved misconduct is grave in nature warranting dismissal from service.*" This decision of the Hon'ble Madras High Court is squarely applicable to the facts of the present case. Therefore, this Tribunal cannot interfere with the quantum of punishment imposed by the Respondent/ Bank Management on the Petitioner employee for his proved misconduct which is grave in nature by exercising its power under section 11A of the Industrial Disputes Act, 1947. Hence, it is held that the action of the management of State Bank of Travancore in dismissing the services of the workman Sri S. Krishnamoorthy is justified. Therefore, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the concerned workman Sri S. Krishnamoorthy is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 10th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side

: None

Documents Exhibited :

For the I Party/Workman :—

Ex. No.	Date	Description
W1	13-09-98	Xerox copy of the letter from Petitioner to Branch Manager of State Bank of Travancore, Indira Nagar.
W2	16-09-98	Xerox copy of the memo issued to Petitioner by the Disciplinary Authority.
W3	29-09-98	Xerox copy of the memo issued to Petitioner by the Disciplinary Authority.
W4	26-10-98	Xerox copy of the representation of the Petitioner to Assistant General Manager.
W5	04-11-98	Xerox copy of the reply to memo given by the Petitioner.
W6	29-06-99	Xerox copy of the notice of enquiry to the Petitioner sent by Disciplinary Authority.
W7	20-07-99	Xerox copy of the reply of the Petitioner to the notice given by Disciplinary Authority.
W8	23-07-99	Xerox copy of the notice of enquiry to the Petitioner Sent by Disciplinary Authority.
W9	15-11-99	Xerox copy of the enquiry report.
W10	01-12-99	Xerox copy of the letter from Petitioner to Assistant General Manager against the enquiry report.
W11	30-12-99	Xerox copy of the preliminary order issued to Petitioner, by Disciplinary Authority.
W12	18-01-2000	Xerox copy of the representation submitted by Petitioner to Assistant General Manager.
W13	01-02-2000	Xerox copy of the letter from Disciplinary Authority to Petitioner Granting personal hearing.
W14	06-03-2000	Xerox copy of the order of the Disciplinary Authority dismissing Petitioner from service.
W15	10-04-2000	Xerox copy of the appeal preferred by Petitioner.
W16	25.04.2000	Xerox copy of the letter from Appellate Authority to Petitioner Regarding personal hearing.
W17	12-06-2000	Xerox copy of the order of Appellate Authority.
W18	Nil	Xerox copy of the criminal proceedings initiated against the Petitioner/ Judgement of Criminal Court.

For the II Party/Management : Nil

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1463.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, हैदराबाद के पंचाट (संदर्भ संख्या आई. डी. नं. 72/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-04-2003 को प्राप्त हुआ था।

[सं. एल-12012/331/2001-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 24th April, 2003

S.O. 1463.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 72/2002) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 23-04-03.

[No. L-12012/331/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

PRESENT :

SHRI E. ISMAIL, Presiding Officer

Dated : 31st day of March, 2003

INDUSTRIAL DISPUTE No. 72/2002**BETWEEN :**

Sri E. Narasimha,
D.No. 18-1-305, Uppuguda,
Mahankali Temple,
Hyderabad-53.

.....Petitioner

AND

The Asst. General Manager,
(Personnel & HRD),
State Bank of India,
Local Head Office,
Bank Street, Koti,
Hyderabad-500095.

.....Respondent

APPEARANCES :

For the Petitioner

: Nil

For the Respondent

: M/s B. G. Ravindra Reddy,
S. Prabhakar Reddy &
B.V. Chandra Sekhar,
Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/331/2001-IR(B.I) dated 8-1-2002 referred the following dispute under section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workman. The reference is.

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head office, Hyderabad in terminating the services of Sri E. Narasimha, temporary/Non-Messenger, SBI w.e.f. 31-3-1997 is justified? If not, what relief is the applicant entitled?"

The reference is numbered in this Tribunal as I.D. No. 72/2002 and notices issued to the parties.

2. In spite of several adjournments given from 10-5-2002 for filing of claim statement and documents for 17 adjournments including 31-3-2003 the petitioner has not turned-out with claim statement and documents. In spite of number of adjournments the petitioner has failed to produce any evidence in support of his claim. His Advocate reported no instructions from him. There is nothing on record to support the case of the Petitioner. Therefore, the reference is ordered against the petitioner and it is held that the petitioner is not entitled for any relief.

Accordingly a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of March, 2003.

E. ISMAIL, Presiding Officer

APPENDIX OF EVIDENCE

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner
NIL

Documents marked for the Respondent
NIL

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1464.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II धनबाद के पंचाट (संदर्भ संख्या 98/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-20012/532/2000-आई. आर. (सी.-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1464.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 98/2001) of the Central Government Industrial Tribunal-II Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-20012/532/2000-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD**

PRESENT:

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I.D. Act, 1947.

REFERENCE NO. 98 OF 2001

PARTIES: Employers in relation to the management of
M/S. BCCL and their workman.

APPEARANCES:

On behalf of the workman : None.

On behalf of the employers : Shri S. P. Sinha,
Advocate.

State : Jharkhand

Industry : Coal.

Dated, Dhanbad, the 6th March, 2003

ORDER

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/532/2000 (C-I), dated. the 22/26th March, 2001.

SCHEDULE

"Whether the action of the management of M/s. BCCL, in not regularising the services of the workmen S/Sri Prabhu Mahato, P.NO. 02943090, Sri Sahadeo Gope P.No. 02939469, Sri Budhan Yadav, P.No. 02975969, Sri Hira Mahato P.No. 2939510, Sri Ram Pukar Mahato P.No. 02973477, Sri Bhola Chouhan P.No. 02963809, Sri Mangroo Mishri P.No. 02933281 and Chandra Deo Mahato of 2 Pit 2 Seam Victory section of Bastacolla Colliery under Bastacolla Area is justified, legal and proper? If not, to what relief are the said workmen entitled and from what date?"

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal.

However, the management though made their appearance have not also rushed their written statement. It is seen from the record that the instant reference was received by this Tribunal on 18-4-01 and since then it is pending for disposal. Registered notices were also issued to the workman but inspite of the issuance of notices the workmanside has failed to turn up. In terms of Rule 10B of the I.D. Central Rules, 1957 submission of W.S. by the concerned workman within 15 days is a mandatory one. The concerned workman not only violated the said provision of the Rules but also did not consider necessary to give any response to the notices issued by this Tribunal. In natural course the question which will arise is what will be the fate of the reference made by the Ministry for its disposal. The reference is made on the basis of dispute raised by the concerned workman/union. Naturally responsibility rests with the concerned workman/union to assist the Court to dispose of the reference ~~in issue on merit~~. In view of the decision reported in 2002 (24) FLR 624 it will not be just and proper to pass 'No dispute' Award when both the parties remain absent. There is also no scope to appear the reference on merit in absence of any W.S. and available documents. There is no dispute to hold that when any reference is made it is expected to be disposed of on merit but when the parties do not take any step or do not consider even to file W.S. such expectation to dispose of the reference on merit comes to an end. It is not expected that for years together the Court will pursue the matter *suo moto* with the expectations for appearance of the parties inspite of issuance of registered notices. As per I.D. Act the workman excepting under provisions of Section 2A is debarred from raising any industrial dispute. The disputes are mainly raised by the Union for their workmen. These unions inspite of receiving notices do not care to appear before the Court for the interest of the workman and as a result they have been deprived of getting any justice. Until and unless the attitude of the union is changed I consider that this uncalled for situation will persist. Definitely it is the duty of the court to dispose of the reference on merit but it depends on the cooperation of both sides. Here the record will clearly expose that sufficient opportunities had been given to the parties but yielded no result. This attitude shows clearly that the parties are not interested to proceed with the hearing of the case for disposal on merit.

In view of the facts and circumstances, I also do not find any sufficient reason to drag on the case for an indefinite period. Accordingly as there is no scope to dispose of the reference in question on merit, the same is closed.

B. BISWAS, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1465.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि.

के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 59/2002) को प्रकटित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-20012/40/2002-आर्. आर. (सी.-I)]

एस. एस. गुप्ता, अवसर सचिव

New Delhi, the 24th April, 2003

S.O. 1465.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2002) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-20012/40/2002-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I.D. Act, 1947.

REFERENCE NO. 59 OF 2002

PARTIES:

Employers in relation to the management of M/S. BCCL and their workman.

APPEARANCES:

On behalf of the workman : Shri U. P. Sinha,

Secretary,

Bihar Pradesh Colliery

Mazdoor Congress.

On behalf of the employers : Shri R. N. Ganguly,

Advocate.

State : Jharkhand

Industry : Coal.

Dated, Dhanbad, the 13th March, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/40/2002-I.R. (C-I), dated, the 25th July, 2002.

SCHEDULE

"Whether the action of the management of Koyla Bhawan of M/s. BCCL, in not placing S/Sri Gopal

Tiwary, Tanvir Ahmad and Hari Shankar Prasad Sinha in T & S Grade 'C' w.e.f. 17-1-97 instead of 5-4-99 and not paying the difference of wages is justified? If not, to what relief are the concerned workmen are entitled?"

2. In this reference both the parties appeared but only the workman side filed their W.S. The case then proceeded along its course. Subsequently when the case was fixed a Memorandum of Settlement was filed before this Tribunal under the signature of both sides. I heard both the sides on the said Memorandum of Settlement, and also perused the same. I find that the terms contained therein are fair, proper and in accordance with the principles of natural justice. Accordingly, I accept the said settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer.

MEMORANDUM OF SETTLEMENT IN FORM-H OF THE INDUSTRIAL DISPUTE ACT, 1947

Parties to the Settlement :

Management Side :

- (1) Shri T. K. Bose.
CPM (NEE)
- (2) Shri R. P. Khare.
Dy. CPM (NEE)
- (3) Shri H. K. Singh.
Dy. CLM

Workmen Side :

- (1) Shri Gopal Tiwary
- (2) Shri H. S. Pd. Sinha
- (3) Shri Tanvir Ahmad

Short recital of the case :

11 persons including S/Shri Gopal Tiwari, Hari Shankar Pd. Sinha and Tanvir Ahmad (the employees under dispute) were selected as Assistant for Legal Department vide Office Order No. 269—309 dated 16-1-96 with the condition that they will be on probation for a period of 1 year and on successful completion of their training period they will be placed in T & S Grade-C in the Pay Scale of Rs. 1990-100-2790-110-3670 of NCWA-V. It was also stipulated that they will draw their existing wages during this probation period of 1 year. Out of these 11 persons, one Shri D. K. Viswakarma posted at Katras Area and was regularised in T & S Grade-C vide Office Order No. IV/PD/1912 dated 08-03-97 issued by Dy. CPM, Katras Area in terms of the selection order mentioned above. Accordingly, Shri Viswakarma has also submitted his joining report in T & S Gr.-C w.e.f. 11-3-97 whereas the persons posted at Headquarters remained in their existing Grade due to non-availability of sanction posts. Being aggrieved, the employees under disputes S/Shri Gopal Tiwary, Tanvir Ahmad & Hari Shankar Pd. Sinha raised Industrial Dispute through B.P.C.M.C before the Asstt. Labour Commissioner, Dhanbad-I claiming their placement regularisation/placement in T & S Grade-C w.e.f. the date of their completion of 1 year training period in

terms of their selection order. The I.D. ended in failure and the matter was referred to the C.G.I.T. for adjudication.

Finally, both the parties under dispute, i.e. the concerned workman S/Shri Gopal Tiwary & others and the Management of Bharat Coking Coal Limited, have agreed to settle the issue amicably on the following terms & conditions :—

TERMS OF SETTLEMENT

(1) S/Shri Gopal Tiwary, Tanvir Ahmad & Hari Shankar Pd. Sinha will be placed notionally in T & S Gr-C as Legal Asstt. w.e.f. 11-3-97, i.e. from the date, their counterpart Shri D. K. Viswakarma was placed/regularised in T&S Grade-C.

(2) This notional placement & notional seniority being granted to S/Shri Gopal Tiwary & others will be purely for the purpose of seniority only and they have agreed not to claim for any monetary benefit, back wages or other consequential benefit due to this notional placement/notional seniority. They will however get notional fixation.

(3) S/Shri Gopal Tiwary & others have also agreed not to raise this matter before any conciliation authority or Court of Law in future and also not to cite this settlement as a precedence before any conciliation authority or Court of Law in future claiming any monetary benefit or back wages or any other benefits due to this notional placement/notional seniority granted to them. Both the parties have agreed to submit a copy of the settlement before the CGIT for issue of the Settlement Award.

(4) This settles the issue in FULL & FINAL.

SIGNATURES :

For Management

- (1) (T. K. Bose)
(Name, Desig & Office)
- (2) (R. P. Khare)
- (3) (H. K. Singh)

For Workmen

- (1) (Shri P. Sinha)
Secy., B.P.C.M.C.
- (2) (Gopal Tiwary)
- (3) Tanvir Ahmad)
- (4) (Hari Shankar Pd. Sinha)

WITNESSES :

- (1) (Bibekananda Ghosh)
- (2) Ramji Prasad

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1466.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईस्को के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 61/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-20012/445/2000-आई. आर. (सी.-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1466.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2001) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IISCO and their workman, which was received by the Central Government on 22-04-2003.

[No. L-20012/445/2000-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT:

Shri B. Biswas,

Presiding Officer.

In the matter of an Industrial Dispute under Section
10 (1) (d) of the I.D. Act, 1947.

REFERENCE NO. 61 OF 2001

PARTIES: Employers in relation to the management of
M/s. IISCO. Ltd and their workman.

APPEARANCES:

On behalf of the workman : None.

On behalf of the employers : Shri D. K. Verma, Advocate.

State : Jharkhand

Industry : Coal.

Dated, Dhanbad, the 21st March, 2003

ORDER

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/445/2000 (C-I), dated, the 19th February, 2001.

SCHEDULE

"Whether the action of the management of M/s. IISCO. Ltd., in not promoting/regularising Sri Bara Mokhtar Singh P. No. 621 as Tyndal Jamadar/Supervisor is justified and legal? If not, to what relief is the workman is entitled and from what date?"

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal. However, only the management made their appearance in this case. It is seen from the record that the instant reference was received by this Tribunal on 9-3-2001 and since then it is pending for disposal. Registered notices were also issued to the workman but in spite of the issuance of notices the workman side has failed to turn up. In terms of Rule 10 B of the I.D. Central Rules, 1957 submission of

W.S. by the concerned workman within 15 days is a mandatory one. The concerned workman not only violated the said provision of the Rules but also did not consider necessary to give any response to the notices issued by this Tribunal. In natural course the question which will arise is what will be the fate of the reference made by the Ministry for its disposal. The reference is made on the basis of dispute raised by the concerned workman/union. Naturally responsibility rests with the concerned workman/union to assist the Court to dispose of the reference in issue on merit. In view of the decision reported in 2002 (94) FLR 634 it will not be just and proper to pass 'No dispute' Award when both the parties remain absent. There is also no scope to answer the reference on merit in absence of any W.S. and available documents. There is no dispute to hold that when any reference is made it is expected to be disposed of on merit but when the parties do not take any step or do not consider even to file W.S. such expectation to dispose of the reference on merit comes to an end. It is not expected that for years together the Court will pursue the matter suo moto with the expectations for appearance of the parties in spite of issuance of registered notices. As per I.D. Act the workman, excepting under provisions of Section 2A is debarred from raising any industrial dispute. The disputes are mainly raised by the Union for their workmen. These unions in spite of receiving notices do not care to appear before the Court for the interest of the workman and as a result they have been deprived of getting any justice. Untill and unless the attitude of the union is changed I consider that this uncalled for situation will persist. Definitely it is the duty of the Court to dispose of the reference on merit but it depends on the cooperation of both sides. Here the record will clearly expose that sufficient opportunities had been given to the parties but yielded no result. This attitude shows clearly that the parties are not interested to proceed with the hearing of the case for disposal on merit.

In view of the facts and circumstances, I also do not find any sufficient reason to drag on the case for an indefinite period. Accordingly as there is no scope to dispose of the reference in question on merit, the same is closed.

B. BISWAS, Presiding Officer.

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1467.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जी. एन. कोक मैनुफै. कॉ. प्रा. लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 62/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-20012/322/2000-आई. आर. (सी.-I)]

एस. एस. गुप्ता, अवसर सचिव

New Delhi, the 24th April, 2003

S.O. 1467.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2001) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of G. N. Coke Mfg. Co. Pvt. Ltd. and their workman, which was received by the Central Government on 22-04-2003.

[No. L-20012/322/2000-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT:

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 62 OF 2001

PARTIES: Employers in relation to the management of G. N. Coke Mfg. Co. Pvt. Ltd. and their workman.

APPEARANCES:

On behalf of the workman : None.

On behalf of the employers : Shri R. N. Ganguly.

Advocate.

State : Jharkhand

Industry : Coke.

Dated, Dhanbad, the 21st March, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/322/2000 (C-I), dated, the 19th February, 2003.

SCHEDULE

"Whether the contention of Sh. Lakshman Pd. Singh that he has been working with M/s. G.N. Coke Mfg. Co. Pvt. Ltd. continuously since 1979 and that his service have now been orally terminated is correct? If so, to what relief is the workman entitled?"

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal. However, the management appeared through their learned Advocate. The case then proceeded along its course. In course of hearing learned Advocate for the management by filing a settlement petition submitted to pass a 'No dispute' Award in this case as the dispute in question has already been settled. Heard the learned Advocate for the management and also perused the settlement petition.

Since the dispute involved in the reference has already been settled, there is no reason to drag on the same. Under such circumstances a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer.

नई दिल्ली, 24 अप्रैल, 2003

क्र.आ. 1468.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार सी. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निम्न औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संख्या 135/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[एल-20012/102/91-आई. आर. (सी.-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1468.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 135/91) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-20012/102/91-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT:

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 135 OF 1991

PARTIES: Employers in relation to the management of Kedla Underground Project of M/s. CCL and their workman.

APPEARANCES:

On behalf of the workman : Shri D. Mukherjee,
Secretary.

B.C.K. U.

On behalf of the employers : Shri D. K. Verma,
Advocate.

State : Jharkhand

Industry : Cile.

Dated, Dhanbad, the 21st March, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/ (102)/91-I.R. (Coal-I), dated, the 18th September, 1991.

SCHEDULE

"Whether the action of the management of Kedla Underground Project of Central Coalfield Ltd. in not regularising Shri Dhaneswar Pd. Mehta and 30 others as Time Rated Trammers is justified? If not, to what relief the workmen concerned entitled?"

2. The case of the concerned workmen according to W.S. submitted by the sponsoring union on their behalf in brief is as follows:—

The sponsoring Union submitted that the concerned workmen were permanent Trammers at Kedla Underground project and as per direction of the management they had to take up the job of clipman, looseman, tyndal, signalman and tippler operator besides their original job of trammers. They submitted that not only the concerned workmen worked under the management for more than 240 days in each calendar year but also under direction of the management performing time rated job to their satisfaction. Accordingly they submitted representation to the management for their regularisation as time rated Trammers in Cat. IV but the management refused to accept the same taking the plea that the alleged agreement had been entered into with Congress Union for fixing alleged rate of wages of the Trammers. They submitted that the concerned workmen are entitled to get Cat. IV of time rated wages but the management illegally arbitrarily and violating the principle of natural justice have refused to accept their claim and for which they raised industrial dispute before the ALC (State) for conciliation which ultimately resulted reference to this Tribunal for Award.

3. Accordingly, the sponsoring Union on behalf of the concerned workmen submitted their prayer to pass award directing the management to regularise the services of the concerned workmen in time rated job from the date of their deployment in Cat. IV with consequential benefits.

4. Management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations of the sponsoring union asserted in the W.S. which they submitted on behalf of the concerned workmen.

5. They submitted that Kedla Underground Project is one of their underground mines located at Hazaribagh area. They disclosed that right from the beginning the Trammers in this particular underground mine were put on piece rated job and their wages were regulated accordingly. They submitted that National Coal Wage Agreement provided for piece rated workers to be placed in piece rated group IV. The method of work load and also

determination of their rates of wages have been provided in National Coal Wage Agreement. They disclosed that the recognised Union in this particular mine is R.C. M.S. affiliated to INTUC and it has been representing all the workers of the colliery. The said Union has been functioning in Kedla Jharkhand coalfields even prior to their mine being taken over after nationalisation by the National Coal Development Corporation Ltd. which is now known as C.C.L. They submitted that the recognised Union RCMS raised the question of workload and rates of wages of piece rated trammers and the said issue was settled through conciliation between the RCMS and the management on 10-9-83 before ALC(C) Hazaribagh. Subsequently after implementation of NCWA IV the matter was reviewed as per the provisions thereof and a settlement was reached between Kedla Colliery Mazdoor Sangh and the management on 20-12-89 fixing the work load of the piece rated Trammers. They disclosed that since beginning of the operation of this colliery the Trammers were placed in piece rated group and their wages had been regulated as piece rated workmen in the appropriate group of and as per N.C.W.A. Accordingly there was no question of placing the trammers in time rated category. They submitted that in view of long prevailing system and the aforesaid settlement the present reference is illegal and for which it is not maintainable.

Accordingly, the management submitted their prayer to pass award rejecting the claim of the concerned workmen.

6. The points to be decided in this reference are:—

"Whether the action of the management of Kedla Underground Project of the Central Coalfield Ltd. in not regularising Shri Dhaneswar Pd. Mehta and 30 others as Time Rated Trammers is justified? If not, to what relief the workmen concerned entitled?"

DECISION WITH REASONS

7. From the record it transpires that both the management and the sponsoring union have examined one witness each in order to substantiate their claim and counter claim.

Considering the evidence of MW-1 and WW-1 who is one of the concerned workmen there is no dispute to hold that the concerned workmen are working at Kedla Underground Project as piece rated Trammers. It is the specific contention of the sponsoring union that the concerned workmen under direction of the management had been performing the time rated jobs to their satisfaction though they are designated as piece rated workers. They further alleged that besides the job of piece rated trammers they under direction of the management have been compelled to perform the job of clipman, looseman, tyndal, signalmen etc. which are the jobs of Cat. IV workers. Accordingly they submitted representation to the management for their regularisation

as time rated trammers in Cat. IV wages but the management refused to consider their representation without any reasonable cause.

8. On the contrary it is the contention of the management that right from the beginning the trammers who are working at Kedla Underground Project were put on piece rated job and their wages are regulated as per provision of N.C.W.A. IV. They disclosed that R.C.M.S. which was the recognised Union, on 25-8-83 raised dispute over revision of work load and correct payment of trammers and the implementation of Implementation instruction No. 41 of the JBCCI in respect of Haulage Khalasi. On the basis of that dispute raised by R.C.M.S. Union the matter was taken up by ALC(C) Hazaribagh for settlement and in course of discussion they entered into a settlement on 10-9-83. As per the said settlement management agreed to pay the arrears of wages resulting out of the fixation of piece rated trammers at the mid point of the scale of time rated trammers w.e.f. the day time rated Trammers were converted to piece rated trammers. They submitted that after this settlement dt. 10-9-83 they entered into another settlement with the recognised union on 20-12-89. This settlement in course of evidence of MW-1 was marked as Ext. M/1. From this settlement it transpires that the management agreed to pay the arrears of wages resulting out of the fixation of piece rated Trammers at the mid point of the scale of time rated trammers w.e.f. 1-1-87 i.e. from the date of implementation of N.C.W.A. IV. It was further settled that on the basis of recommendation of 9-9-83 in the matter of review of the work load of Trammers the normal work load of P.R. Trammers will be 7 tubs per day w.e.f. 11-9-83. Relying on this settlement management categorically denied the fact that the piece rated trammers have been exploited by them in any manner whatsoever. They denied the fact that these piece rated workers are either performing the jobs of time rated trammers or this have been directed to perform the job of clipman, looseman, tyndal, signalman etc. WW-1 during his evidence categorically admitted that they were appointed as piece rated trammers and receiving wages on piece rated basis. He also admitted the fact that RCMS Union raised the dispute over their claim but they are not aware if over their dispute the said Union entered into any settlement with the management. There is no dispute to hold that only recognised Union can enter with any agreement/settlement with the management over the demand of the workers and the said settlement/agreement is binding upon the parties. Ext. M-1 will speak clearly that over work load of the piece rated trammers and also over demand of their wages in Cat. IV as per NCWA the recognised Union RCMS raised a dispute which was ultimately settled and as per the said settlement the working condition and wages of piece rated workers had been fixed. Accordingly the same is binding upon the parties. In view of this settlement there is sufficient scope to say that the scope of exploiting the piece rated

workers in the matter of performing extra jobs has been eliminated. Therefore, onus absolutely rests on the sponsoring Union to establish that the concerned workmen though were appointed as piece rated workers had been compelled to perform their duties as time rated workers. I have carefully considered the evidence of both sides but from the facts and circumstances the sponsoring union have failed to establish that the management in spite of the settlement which is very much in existence are exploiting the services of the concerned workmen as time rated workers. In view of this position when the sponsoring union have failed to substantiate this allegation I find no reason to accept such contention.

9. Now the point for consideration is if the claim of the sponsoring Union to change the service condition of the concerned workmen as time rated Trammers from piece rated Trammers stands on any substantial footing. There is no dispute to hold that in the colliery there are two types of Trammers viz. piece rated Trammer and Time rated Trammers. The learned Advocate for the management admitting this fact submitted that question of switching over the service condition from one type to another type depends on the requirement. He submitted that since inception of the colliery all the Trammers were engaged on piece rated basis and that system is still prevailing. He submitted further that as the management do not require Time rated Trammers to carry on the jobs in question, question of regularisation of the services of the piece rated trammers to time rated trammer did not arise. He submitted that the sponsoring union cannot create pressure in this way to compel the management to change their policy decision. It is not the case of the sponsoring Union that the management ignoring the claim of the concerned workmen have regularised the other piece rated Trammer to time rated Trammers. As the matter in issue requires policy decision of the management the sponsoring Union I consider cannot place such demand for regularisation of the concerned workmen as time rated Trammer. In view of the facts of circumstances discussed above I hold that the concerned workmen are not entitled to get relief in view of their prayer.

In the result, the following Award is rendered :—

“The action of the management of Kedla Underground Project of Central Coalfield Ltd. in not regularising Shri Dhaneswar Pd. Mehta and 30 others as Time rated Trammers is justified. Consequently, the concerned workmen are not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1469.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एम. पी. डी. आई. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के

बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II धनबाद के पंचाट (संदर्भ संख्या 9/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-20012/376/92-आई. आर. (सी.-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1469.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/94) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CMPDIL and their workman, which was received by the Central Government on 22-04-03.

[No. L-20012/376/92-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD PRESENT:

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I.D. Act, 1947.

REFERENCE NO. 9 OF 1994

PARTIES : Employers in relation to the management of C.M. P.D.I.L. and their workman.

APPEARANCES:

On behalf of the workman : None.

On behalf of the employers : Shri B. P. Singh, P.M.

State : Jharkhand

Industry : Coal.

Dated, Dhanbad, the 31st March, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/376/92-I.R. (Coal-I), dated, the 3rd December, 1993.

SCHEDULE

"Whether the workman Shri Bal Ram Tiwary is entitled for reinstatement and regularisation of his service from 1-12-90 ? If not, to what relief the workman is entitled and from what date ?"

2. The case of the concerned workman according to W.S. submitted by the sponsoring Union on his behalf in brief is as follows :—

It has been submitted by the sponsoring union that the concerned workman was employed as sweeper on

cleaning and sweeping jobs, a prohibited category under Contract Labour (Regulation and Abolition) Act, 1970 by Central Mine Planning and Design Institute Ltd., Gondwana place, Kankee Road, Ranchi as purported contract Labour w.e.f. 1-12-90. They submitted that while the concerned workman was on continuous employment he fell ill owing to acute jaundice and on being advised by the doctor for complete bed rest he applied for leave w.e.f. 17-12-91. After recovery from his ailment when he reported for duty on or about 1-8-92, the C.M.P.D.I. Ltd. i.e. the management disallowed him to work taking the plea that the contract for cleaning and sweeping job had been terminated and his co-workers had already been regularised. They submitted that the concerned workman rendered continuous employment as Sweeper at the C.M.P.D.I. Ltd. Headquarters, under maintenance department w.e.f. 1-12-90 to 16-10-91. He had to undergo treatment for jaundice and was advised complete bed rest from 17-10-91. He remained under treatment till 31-7-92 and when reported to duty on 1-8-92 and subsequent dates he was disallowed to resume his duty. Accordingly they submitted representation to the management for his reinstatement but when the management refused they raised an industrial dispute before the ALC (C) Ranchi on 28-9-92 for conciliation which ultimately resulted reference to this Tribunal for award. They submitted that over similar situation another dispute was raised in 1989 being Ref. Case No. 36 of 1991 before this Tribunal and on 24-12-91 an award was passed directing the management for regularisation of workmen listed therein. Accordingly, as the instant reference case stands on some footing there is no reasonable ground to deny regularisation of the concerned workman as Sweeper in Category I as per N.C.W.A.

3. Management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring Union asserted in their W.S. They submitted that the concerned workman was never employed by the management any day in any capacity. They submitted that the sponsoring Union in the instant reference case has claimed for regularisation of the concerned workman who was allegedly engaged by the contractor in the management company. They submitted that as per definition of workman under I.D. Act the concerned workman cannot be considered as workman as no employer employee relationship ever grew in between them. Accordingly, no I.D. exists as per definition of Section 2(k) of the I.D. Act. They accordingly submitted that the concerned workman is not entitled to get any relief according to prayer and for which his prayer is liable to be rejected.

4. The points to be decided in this reference are :—

"Whether the workman Shri Bal Ram Tiwary is entitled for reinstatement and regularisation of his

service from 1-12-90 ? If not, to what relief the workman is entitled and from what date ?”

DECISION WITH REASONS

5. It transpires from the record that inspite of getting sufficient opportunities the sponsoring union in course of hearing neither appeared nor adduced any evidence. As a result the case was taken up for *ex parte* hearing. In course of *ex parte* hearing management examined one witness as MW-1.

It is the specific claim of the sponsoring Union that the concerned workman was employed as Sweeper for cleaning and sweeping, a prohibited category job, under Contract Labour (Regulation & Abolition) Act, 1970 w.e.f. 1-12-90. It is their further contention that the concerned workman while in continuous service under the management fell seriously ill owing to jaundice and thereafter being advised by the doctor for rest he applied for leave w.e.f. 17-12-91. Thereafter when he returned back to his duty on 1-8-92 the management refused to allow him for his duty. They submitted that over similar situation they raised a dispute in 1989 under reference case No. 36/91 for regularisation of some other sweepers who were also engaged by the management under Contract Labour (Regulation and Abolition) Act, 1970 and the Tribunal passed award on 24-12-91 directing the management for regularisation of those workmen listed therein. Disclosing this fact the sponsoring union submitted that there could be no impediment to regularise the concerned workman as sweeper particularly when he worked under the management continuously for more than 240 days during the period of one year from the date of his engagement.

6. The management on the contrary categorically submitted that the concerned workman never worked under the management during the period in question being engaged by any contractor under the Contract Labour (Regulation & Abolition) Act, 1970. In support of the claim the management relied on the documents marked as Ext. M-1 and report submitted by MW-1 marked as Ext. M-1/1. MW-1 who was a senior works supervisor under Town Engineering Deptt. since 1980 during his evidence disclosed that as Senior Works Supervisor he used to look after the maintenance work and cleaning work. During his evidence he categorically denied the fact that the concerned workman ever worked in the department under his control and supervision as Sweeper from Dec., 1990 to October, 1991 and to that effect he submitted his report marked as Ext. M-1/1. In view of report called for by the management Ext. M-1. In view of categorical denial of facts by the management the sponsoring Union cannot avoid their responsibility to disprove such claim of the management. It is seen that the sponsoring Union in their W.S. did not disclose the name of the contractor who engaged the concerned workman to carry on his work of sweeping the premises of the management. The very

submission of the sponsoring Union speaks clearly that the concerned workman was an employee of the contractor and not the direct employee of the management. They disclosed that as the nature of work which the concerned workman had to perform was within prohibited degree under the Contract Labour (Regulation and Abolition) Act, 1970 the concerned workman shall be considered as the employee of the management. It has been further alleged by the sponsoring Union that the said contractor was an abmaouflage contractor and in disguise of the said sham contractor the management exploited the service of the concerned workman. It is really curious to note that in spite of admitting the fact that the concerned workman was an employee of the contractor they have failed to disclose who the contractor was by whom the concerned workman was engaged. Until and unless the existence of the contractor comes in how there is scope to assess whether the said contractor was a sham contractor or not. The next question which comes in is if the concerned workman ever worked under the management. It is the specific claim of the sponsoring union that the concerned workman started working under the management since 1-12-90 and till 17-12-91 he worked under the management, continuously. According to the sponsoring union as the concerned workman fell seriously ill owing to jaundice being advised by the doctor he went on leave.

7. It is seen that in spite of getting ample opportunities the sponsoring union have failed to produce a single scrap of paper to show that the concerned workman started working under the management since 1-12-90. Not a single scrap of paper is forthcoming before this Tribunal in course of hearing to show that till 17-12-91 the concerned workman worked under the management as Sweeper. The sponsoring Union disclosed in the W.S. that as the concerned workman fell ill owing to jaundice he being advised by the doctor applied for leave. But did not disclose to whom the concerned workman applied for leave. As it has been admitted by the sponsoring union that the concerned workman was employed by the contractor it is obviously expected that he applied for leave to his employer i.e. the contractor and not to the management. Onus definitely was on the sponsoring union to establish that as the contractor was a sham contractor the concerned workman applied for leave to the management instead of that sham contractor. As the sponsoring Union in spite of getting opportunities have failed to establish this important aspect I find no scope to say that the concerned workman went on leave informing the management. It is seen that the concerned workman was on leave from 17-12-91 to 31-7-92 owing to his illness. The sponsoring union also have failed to produce a single medical paper to show that the concerned workman was suffering from jaundice and actually remained under treatment for such a long period.

8. Considering all the materials on record I find no hesitation to say that the sponsoring union have failed to

substantiate their claim that the concerned workman worked under the management from 1-12-90 to 31-12-91. The sponsoring Union have also failed to justify their claim lamentably that the contractor by whom the concerned workman employed was a sham contractor. In the W.S. it has been disclosed by the sponsoring union that the claim of the concerned workman stands on the same footing with other workmen who raised a dispute in the year 1989 for regularisation of their service which was ultimately awarded in their favour by the Tribunal in disposing of Ref. Case No. 36 of 1991.

9. There is no scope to raise any dispute in connection with the award passed by the Tribunal in connection with Ref. Case No. 36/91 but onus absolutely rest on the sponsoring Union to establish that the concerned workmen being a sweeper worked under the management for the period in question and his claim stands on the same footing with the claim of reference No. 36/91. MW-1 in course of his evidence disclosed that there was a settlement in between the management and the union and on the basis of that settlement (Ext. W-2) 17 casual workers were regularised. He disclosed that the concerned workman were regularised. He disclosed that the concerned workman was not included in that settlement for regularisation of his service as he never worked under the management. It is seen that the said settlement (Ext. 2) was signed by the parties on 7-10-91. When the concerned workman according to the claim of his union was very much in employment. No explanation is forthcoming on the part of the sponsoring union why the name of the concerned workman was not considered at that relevant time. Moreover, it transpires from the evidence of MW-1 that as a result of the outcome of that settlement the services of 17 casual workers were regularised. The sponsoring Union accordingly cannot avoid their responsibility to establish that the claim of the concerned workman stands on the same footing with those workmen whose services have been regularised. The facts disclosed in the W.S. cannot be considered as substantive piece of evidence until and unless it is substantiated by cogent evidence. The sponsoring Union have got enough scope to substantiate their claim but in view of my discussion above I find no hesitation to say that they have lamentably failed to establish the same. Accordingly I hold that the concerned workman is not entitled to get relief according to his prayer.

In the result, the following Award is rendered :—

"The workman Bal Ram Tiwary is not entitled for reinstatement and regularisation of his service from 1-12-90."

B. BISWAS, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1470.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि.

के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, धनबाद के पंचाट (संदर्भ संख्या 64/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-20012/150/95-आई. आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1470.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/96) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-20012/150/95-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, (NO. 2) AT DHANBAD

PRESENT:

SHRI B. BISWAS, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947

Reference No. 64 of 1996

PARTIES:

Employers in relation to the management of
M/s. B. C. C. L. and their workman.

APPEARANCES:

On behalf of the workman : None.

On behalf of the employers : Shri H. Nath, Advocate.

State : Jharkhand

Industry : Coal.

Dated, the 31st March, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal, for adjudication vide their Order No. L-20012/150/95-I.R. (C-1), dated, the 7th June, 1996.

SCHEDULE

"Whether the demand by the union for placement in Grade 'D', 'B', and 'A' from 1984, 1986, 1989 and 1992 in respect of Md. Israil Ansari, Brishwanath Singh, Md. Mustafa, Md. Samsuddin and Sudarshan Singh by the management is justified? If so, to what relief the concerned workmen are entitled?"

2. The case of the concerned workman according to the W. S. submitted by the sponsoring union on their behalf in brief is as follows :—

The sponsoring union submitted that the concerned workmen are all working at different areas of Sijua Area from different dates since 1983 as Dumper operators in Excavation discipline. They submitted that as per cadre scheme and promotional rules an employee appointed as H.E.M.M. Trainee to be regularised in Excavation Gr. D on completion of one year of service and thereafter shall be promoted to Excavation Gr. C after completion of two years service and thereafter on completion of three years service he is entitled to be promoted in Excavation Gr. B and on completion of three years service in Grade B he deserves to be promoted as Excavation Grade A. It has been alleged by the sponsoring union that instead of following the promotional rules the management arbitrarily placed the concerned workmen in Excavation Gr. E in different dates during 1984 though they were very much entitled to enjoy Grade D as per promotional scheme. They alleged that such unjustified and wrongful acts of the management deprived the concerned workmen from their deserving grades and put them in financial loss also. They disclosed that as the management arbitrarily placed the concerned workmen initially in Grade E their promotion in higher grade was delayed and by 1992 when the concerned workmen were entitled to get Excavation Grade A they have been deprived of enjoying the same. They disclosed that the management of Sijua Area by their office order No. GM/SA/PD/3/A/W2/1653 dt. 29-2/6-3-92 Sri Anish Ch. Roy and two others Dozer Operators who are previously put in Excavation Gr. E were put on excavation Grade 'D' with effect from the date they were put in Excavation Grade E. The similar decision was also taken by the management in favour of Suresh Singh and 7 others. They alleged that such indiscriminating policy adopted by the management amounts to violation not only of the principle of natural justice but also it has infringed the constitutional provision of equality before the eye of law. They alleged that in spite of submitting representation to the management to remove such discrepancies as they refused to do so they raised an industrial dispute for conciliation which ultimately resulted reference to this Tribunal for Award. Accordingly, the sponsoring union submitted their prayer to pass award directing the management to place the concerned workmen in respective grades from respective dates with back wages and other consequential relief.

3. Management on the contrary after filing W. S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union agitated in their W. S. on behalf of the concerned workmen. They submitted that all the concerned workmen were appointed as H. E. M. M. trainees on different dates during 1983 on a consolidated pay of Rs. 17.20 P. per day and after their acceptance in writing of such terms and condition of appointment they

joined their duties. They disclosed that after completion of training period as per provisions of N. C. W. A. the concerned workmen were placed in Excavation Grade 'E' during the year 1984 on different dates. Thereafter their promotions were fully guided by the cadre scheme formulated in Excavation cadre which is strictly based on availability of vacancy on higher category apart from the capacity of machines they operated. However, the concerned workmen were promoted to Cat. D & C in 1988 and 1989. The concerned workmen further promoted to Category 'B' with effect from 18-6-92 as per qualification, experience and capacity of the machine as recommended by the D. P. C. They submitted that all the concerned workmen are working as Dumper Operators in Sijua Area and the Sijua area has no such high capacity machine which requires operators of Excavation Category A, and as such the promotion in Excavation Category 'A' in Sijua area was not recommended by the D. P. C. They submitted that in response to the letter of the ALC(C), Dhanbad management gave its reply and explained that the concerned workmen were given promotion in Excavation category E, D, C & B as per the said norms of the company. Accordingly they submitted that as the claim of the sponsoring union finds no basis the same is liable to be rejected.

4. The points to be decided in this reference are :—

"Whether the demand by the Union for placement in Grade 'D', 'B', 'A' from 1984, 1986, 1989 and 1992 in respect of Md. Ansari Israil, Brishawanath Singh, Md. Mustafa, Md. Samsuddin and Sudarshan Singh by the management is justified If so, to what relief the concerned workmen are entitled?"

DECISIONS WITH REASONS

5. It transpires from the record that on the part of the concerned workmen, the sponsoring Union examined one witness in part. The records reveals that thereafter, in spite of giving sufficient opportunities the sponsoring union not only failed to produce WW-1 for his further examination and cross-examination but also failed to examine any other witness. As a result the management was deprived of cross-examining the said witness i.e. WW-1. It is well settled principle of law that when the O. P. is deprived of cross-examining any witness of the claims there is no scope to assess its evidentiary value in coming to the findings of the case.

6. It is further seen from the record that in spite of giving sufficient opportunities when the sponsoring Union failed to examine any other witness in order to substantiate their claim the management was allowed to examine their witness. Accordingly, management examined two witnesses i.e. MW-1 and MW-2 *ex parte* in support of their claim. Now let us consider relying on the facts disclosed in the pleadings of both sides and also of the evidences of the management and other material facts if

the claim of the sponsoring Union stands on cogent footing or not and if so whether the concerned workmen are entitled to get award in view of their prayer or not.

7. It is admitted fact that the concerned workmen were appointed as Trainee Dumper Operator in Excavation Deptt. during the year, 1983. It is also admitted fact that after completion of training during the year 1984 the concerned workmen were placed in Grade 'E' as Dumper Operator at Sijua area. It has been disclosed by the sponsoring union that as per cadre scheme and promotional rule an employee appointed as H.E.M.M. Trainee is to be regularised in Excavation Grade D on completion of one year of service and thereafter shall be promoted to Excavation Grade 'C' after completion of two years service and thereafter on completion of three years of service he is entitled to be promoted in Excavation Grade B and on completion of three years service in Grade B he deserves to be promoted to Excavation Grade 'A'. According to the fact disclosed by the sponsoring union if a Dumper Operator in Excavation Grade 'D' is regularised in the year 1984 after completion of his training he is entitled to get Grade 'C' in the year 1986, Grade 'B' in 1989 and Grade 'A' in 1992. It is the contention of the sponsoring union that due to arbitrary decision of the management the concerned workmen were not provided with the grades in due time and for which they have sustained financial loss.

8. The management on the contrary submitted that after completion of Training period the concerned workmen were provided with Grade 'E' in the year 1984 on different dates. Thereafter their promotions were fully guided by the cadre scheme formulated by the Excavation cadre which is strictly based on availability of vacancy on higher category, apart from the capacity of the machine they operated. The sponsoring union in the W. S. admitted categorically that promotion of Dumper operator in Excavation grade is guided by the cadre scheme. Promotions in higher category depends not only on the availability of the vacancy but also it depends on the capacity of the machine which they operate. No evidence on the part of the sponsoring union is forthcoming to the effect that in spite of existing vacancy the management refused to give promotion to the concerned workmen in higher grade. On the contrary it transpires that the management in response to the notice issued by the ALC(C) Dhanbad informed that they gave promotion to the concerned workmen in Excavation Category E, D, C & B as per the terms of their appointment and also as per the norms of the company. They further disclosed that all the concerned workmen are working as Dumper Operators in Sijua Area and the Sijua Area has no such higher capacity of machine which requires Dumper operators of Excavation Category 'A' and as such promotion in Excavation Category 'A' in Sijua Area could not be recommended by the D. P. C.

9. Considering the submission of the management it transpires that promotion in Grade 'A' of the Dumper Operator depends on the capacity of the engine which a Dumper Operator operates. It has been disclosed by the management that at Sijua area there is no such higher capacity machine which the concerned workmen operate and for which the D. P. C. did not recommend any of the concerned workmen for getting promotion in Grade 'A'. Considering this submission there is sufficient reason to believe that operation of heavy machine is a factor for getting promotion in Grade 'A'. To rebut this claim the sponsoring union did not consider necessary to adduce any authentic evidence. Considering the facts disclosed by the sponsoring union in their W. S. and also considering the facts submitted by the sponsoring union there is ample ground to believe that after regularisation in Grade 'E' all the concerned workmen have got their promotion in Grade 'B' during 1989. Therefore, onus shifts on the sponsoring union to show that the concerned workmen did not get their promotion according to cadre scheme and promotional policy maintained by the management. They also cannot avoid their responsibility to show that for arbitrary decision taken by the management the concerned workmen have sustained financial loss. I have carefully considered all relevant papers and I find no dispute to hold that the allegation which the sponsoring union have brought finds no basis. I have carefully considered all the material documents marked as Ext. M-2/1, M-2/2 and Ext. M-9 series and also evidence of MW-2. Considering all those papers and also evidence of MW-2 I have failed to find out any such discrepancy relying on which there is scope to say that the concerned workmen due to arbitrary decision of the management have been deprived of getting their promotion in due course of time following cadre scheme and recommendation of D. P. C.

10. I, therefore, hold that the sponsoring Union have lamentably failed to establish their claim and for which the concerned workmen are not entitled to get any relief according to their prayer.

In the result, the following award is rendered :—

"The demand by the Union for placement in Grade-D, B and A from 1984, 1986, 1989 and 1992 in respect of Md. Israil Ansari, Brishwanath Singh, Md. Mustafa, Md. Samsuddin and Sudarshan Singh by the management is not justified. Consequently, the concerned workmen are not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1471.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण-II, धनबाद के पंचाट (संदर्भ संख्या 66/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-03 को प्राप्त हुआ था।

[सं. एल-20012/114/96-आई. आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1471.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/97) of the Central Government Industrial Tribunal-II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-20012/114/96-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, (NO. 2) AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947

Reference No. 66 of 1997

PARTIES:

Employers in relation to the management of
Kankanee Colliery of M/s. B. C. C. L. and their
workman.

APPEARANCES:

On behalf of the workman : None.

On behalf of the employers : Shri D.K. Verma, Advocate

State : Jharkhand

Industry : Coal.

Dated, the 31st March, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal, for adjudication vide their Order No. L-20012/114/96-I.R. (C-I), dated, the 26th May, 1997.

SCHEDULE

"Whether the action of the management of Kankanee Colliery of M/s. BCCL in not accepting the date of birth of Sh. Murat Rai, Winding Engine Driver as 25-7-1947 is legal and justified? If not, to what relief is the workman entitled?"

2. The case of the concerned workman according to the W. S. submitted by the sponsoring union on his behalf in brief is as follows :—

The sponsoring union submitted that the concerned workman got his appointment at Kankanee Colliery in the year 1969. At that time the then management recorded his date of birth as July, 1947 in the Form B Register which is considered as statutory register under the Mines Act on the basis of his school leaving certificate. They submitted that in the year 1981 on the basis of certificate issued by the Colliery Manager/Agent the concerned workman obtained Winding Engine Man's certificate conducted by the Board of Mining Examination and in the said certificate his date of birth was recorded as 25-7-47. They disclosed that in the year 1987 management issued service excerpt to all workmen including the concerned workman. In the said certificate as his date of birth was recorded as 7-2-42 instead of 25-7-47 he correcting the wrong entry of his date of birth in the service excerpt submitted the same to the Management and the management on his request corrected his date of birth as 25-7-47 on 18-6-92 and accordingly the entry of his date of birth in the I.D. card was also corrected as 25-7-47. They submitted that prior to correction of his date of birth in the Identity card the Agent, Kankanee colliery vide office order dated 17-1-89 issued order to correct the wrong entry of his date of birth from 7-2-42 to 25-7-47 on the basis of his Winding Engine's certificate issued by the Board of Mining Examination. They submitted that on 1-1-76 J. B. C. C. L. issued a circular wherein it has been mentioned clearly that in case the workman has School leaving certificate prior to joining the services as well as age recorded in the certificate issued by D. G. M. S. will be considered as final and binding.

3. They disclosed that upto 1992 age of the workman was recorded correctly as 25th July, 1947 but subsequently the management arbitrarily changed the date of birth of the concerned workman as 7-3-42 and the workman was not even given opportunity to explain before making such arbitrary entry. They submitted that from the office of the management the workman was informed in Nov/Dec. 93 that his date of birth has been changed from 25-7-47 to 7-2-42 and to which they raised industrial dispute on behalf of the concerned workman which ultimately resulted in reference to this Tribunal for award.

4. Management on the contrary after filing W. S. cum- rejoinder have denied all the claims and allegations which the sponsoring union asserted in the W. S. on behalf of the concerned workman. Management submitted that the concerned workman was appointed as Miner/Loader of Kankanee Colliery in the month of December, 1969 and at that time his date of birth was recorded as 7-2-42 in the Form B Register which was duly accepted by him. They disclosed that as per I. D. card register, Identity card bearing

No. 35747/M2 was also issued to the concerned workman and in the said register his date of birth was recorded as 7-2-42. They submitted that the said identity card was issued to the concerned workman in the year 1973 but at that time he also did not raise any objection about his date of birth recorded therein.

4. They alleged that during the period of early eighties the concerned workman somehow in connivance with others manipulated his date of birth as 25-7-47 and arranged for inserting the same in this Winding Engine Driver's Class II certificate issued by the D. G. M. S., Dhanbad. They submitted that as per J. B. C. C. I. Circular No. 76 in case of dispute of age, the age recorded in the statutory certificate will be taken into consideration for determination of age like Matriculation or equivalent Board Examination Certificate provided that the said certificate was issued prior to his coming into employment. They disclosed that the concerned workman entered in his service in the year 1969 when his date of birth was recorded as 7-2-42 in the Form B Register. The winding Engine Drivers certificate was obtained by the concerned workman about 12 years after his joining in the service at Kankanee Colliery as Miner/Loader. They alleged that date of birth as 25-7-47 which is recorded in the said certificate was a sheer work of manipulation and for which it bears no evidentiary value in the eye of law. They further submitted that School leaving certificate and the certificate issued by the Panchayat Mukhia and the B. D. O. of Manihari Block of Gajipur (U. P.) relating to the date of birth of the concerned workman which he is claiming do not bear any credibility since those certificate were not produced at the initial stage of his employment as Miner/Loader in December, 1969, when his date of birth was recorded as 7-2-42 in the statutory Form B Register. They further alleged that all those letters and certificates are also the sheer work of manipulation by the concerned workman and for which the same cannot be accepted as authentic proof of his age.

In view of the facts and circumstances they submitted that as the claim of the concerned workman has no basis the same is liable to be rejected.

5. The points to be decided in this reference are :—

“Whether the action of the management of Kankanee Colliery of M/s. BCCL in not accepting the date of birth of Sh. Murat Rai, Winding Engine Driver as 25-7-47 is legal and justified? If not, to what relief is the workman entitled?”

FINDINGS WITH REASONS

6. It transpires from the record that as the sponsoring Union/workman has failed to appear in course of hearing of the case in spite of giving sufficient opportunities the instant reference case was taken up for *ex parte* evidence of the management.

Management in course of hearing examined one witness in order to substantiate their claim in view of W. S. and rejoinder filed by the sponsoring Union on behalf of the concerned workman.

7. Considering the W. S. and rejoinder filed by both the sides and also considering evidence of MW-1, I find no dispute to hold that the concerned workman got his appointment as Miner/Loader at Kankanee Colliery in the year 1969.

It is the contention of the workman that at the time of his entry in the service his date of birth in the Form B Register was recorded as 25-7-47. He disclosed that management in the year 1973 issued him identity card wherein also his date of birth was recorded as 25-7-47. He further disclosed that in the year 1981, on the basis of certificate issued by the Colliery Manager/Agent he appeared at Winding Engine Drivers Examination and passed the same. After passing that Board of Mining Examination, D. G. M. S. issued a certificate wherein his date of birth was also recorded as 25-7-47. He further submitted that in the year 1987 management issued service excerpt to him and from that service excerpt he came to know that his date of birth was recorded as 7-2-42. He submitted that after correct noting of his date of birth as 25-7-47 in the service excerpt he returned back the same to the management for taking appropriate step. He further disclosed that the Agent, Kankanee Colliery vide Office order dt. 17-1-89 issued order to correct the wrong entry of his date of birth from 7-2-42 to 25-7-47 on the basis of JBCCI Circular No. 76 and on the basis of Winding Engine Driver's certificate.

8. On the contrary management denying the claim of the concerned workman submitted that in the year 1969 when he was appointed as Miner/Loader at Kankanee Colliery his date of birth in the Form B Register was recorded as 7-2-42. In the Identity card register the same date of birth was also recorded. They submitted that the concerned workman was provided with an identity card bearing No. 35747/ML in the year 1973 wherein his same date of birth was recorded. They alleged that the concerned workman by exerting manipulation managed to record his date of birth as 25-7-47 in the Winding Engine Drivers certificate issued by the D.G.M.S. They submitted that reliance of school leaving certificate, Mukhia's certificate and certificate issued by B. D. O. in support of his proof of date of birth bears no value complying the provision as laid down in J.B.C.C.I No. 76 as he submitted the same long after joining his service, when his date of birth already was recorded as 7-2-42 in the Form B Register at the time of his entry in the service in 1969. They also submitted that the concerned workman did not raise any protest in relation to his date of birth recorded in the Identity card which was in his possession since 1973. They submitted that after a lapse of about 12 years the concerned workman relying on his date of birth recorded as 25-7-47 in the

Winding Engine Drivers certificate raised his voice for changing his date of birth from 7-2-42 to 25-7-47. It is seen that both the concerned workman and the management placed their reliance on Form B Register and Identity card wherein the date of birth of the concerned workman was recorded. MW-1 in course of his evidence not only produced the Form B Register but also produced the Identity card register and the P. F. Register. The attested photo copy of the P. F. Register, Form B Register and Identity card register during evidence of MW-1 were marked as Ext. M-1, M-2 and M-3 respectively. The name of the concerned workman in the P. F. register is appearing in Sl. No. 1252 while his name in the Form B register and I. D. card register are appearing in Sl. No. 951 and Sl. No. 35747/ML. I have carefully considered all these registers and the respective serial Nos. against which the name of the concerned workman is appearing and it is noticed that his date of birth has been recorded as 7-2-42 distinctly. It is not the claim of the concerned workman that the management by exerting manipulation had recorded his date of birth in these three registers. Accordingly onus absolutely rested on the concerned workman to show that his date of birth actually was recorded as 25-7-47 in these registers. The Winding Engine Drivers certificate was obtained by the concerned workman in the year 1981 issued by the D.G.M.S. wherein his date of birth was recorded as 25-7-42. It is the claim of concerned workman that as per certificate issued by the Agent/Manager he was allowed to sit for the said examination. He disclosed that in the said certificate his date of birth was recorded as 25-7-47 and on the basis of that certificate his date of birth in the Winding Engine Drivers Certificate was recorded as 25-7-47. The Agent/Manager had no authority to note the date of birth of any workman as of his choice at the time of issuance of any certificate. It is the claim of the management that the concerned workman by way of manipulation recorded his date of birth as 25-7-47 in the said certificate. The allegation appears to be very serious in nature. Accordingly it was the obligation of the concerned workman to produce all the papers to show that his date of birth was correctly recorded in the Winding Engineer Certificate, School Leaving Certificate, Mukhia's certificate or certificate issued by B. D. O. cannot be considered as authentic document to proof the age of a person. According to management the concerned workman after a lapse of long years produced those certificate and for which there is no scope to give any importance to the same as per provision of JBCCI Circular No. 76. The age recorded in the Form B Register at the time of entry in the service shall be considered as authentic proof of age until and unless any contrast comes out in this regard. After careful consideration of all the facts and circumstances I hold that absolute onus rested on the concerned workman to establish that his date of birth was wrongly recorded not only in the Form B Register but also in the I. D. Card register and P. F. register but he was lamentably failed to

establish the same. In the circumstances I hold that the concerned workman is not entitled to get any relief.

In the result, the following award is rendered :—

“The action of the management of Kankanee Colliery of M/s. BCCL in not accepting the date of birth of Sh. Murat Rai, Winding Engine Driver as 25-7-1947 is legal and justified. Consequently the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1472.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, धनबाद के पंचाट (संदर्भ संख्या 139/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-04-2003 को प्राप्त हुआ था।

[सं. एल-20012/109/91-आई. आर.(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1472.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 139/91) of the Central Government Industrial Tribunal-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-04-2003.

[No. L-20012/109/91-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, (NO. 1) AT DHANBAD

In the matter of a reference U/S. 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 139 of 1991

PARTIES:

Employers in relation to the management of Bastacolla Colliery of M/s. BCCL.

AND

Their Workmen.

PRESENT:

Shri S. H. Kazmi, Presiding Officer

APPEARANCES:

For the Employers	: Shri S. N. Sinha, Advocate.
For the Workman	: Shri B. N. Singh, Secretary, National Coal Workers Congress.

State : Jharkhand

Industry : Coal.

Dated, the 11th April, 2003

AWARD

By Order No. L-20012(109)/91-I. R. (Coal-I) dated 9-12-1991, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (I) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Ghanoodih Colliery of M/s, Bharat Coking Coal Ltd. in denying employment to the dependant of Shri S. P. Roy, Sr. Overman, who retired on 28-9-83, on the basis of circular No. BCCL/PA-II/5-II/5/2/128/77/31457-618 dated 22-6-1977 and para 9.4.4 of NCWA-III is justified? If not, to what relief is the workman entitled?”

2. Precisely, the case of the sponsoring union is that as per provisions of circular quoted in the schedule of reference and as per para 9.4.4 of NCWA-III. He submitted an application to the management for giving employment to his dependent son but his request was not considered by the management and the management did not give the employment to his dependent. Further, it has been said that contrary to the treatment meted out to the concerned workman, dependents of several employees were given employment earlier as per provisions of the said circular and in cases of few retired workmen this benefit was denied by the management. In case of a retired workman named Uttam Kumar of Katras Choitdih Colliery under M/s. BCCL industrial dispute was raised which was decided by Award dated 19-10-87 of Central Govt. Industrial Tribunal No. 2, Dhanbad in reference No. 185 of 1986. Vide its award in the said case, the Tribunal held that the said dependent of Uttam Kumar, Ex-Haulage Khalasi should be given employment by the management as the demand made in that regard was justified. It is also said that the management has discriminately implemented the provisions of the circular as well as provisions of 9.4.4 of NCWA-III for giving employment to the dependent of its employees after retirement. Further it has been said that since the management did not provide the employment to the dependent of the concerned workman an industrial dispute was raised by the union. But the conciliation failed resulting in reference of the said dispute for adjudication by this Tribunal. Lastly, it has been said that the action of the management in denying the employment to the said dependent is not justified and the said dependent of the concerned workman is entitled for employment as per provisions of the said circular and para 9.4.4 of NCWA-III.

3. The management, on the other hand, in its written statement though accepted the facts regarding superannuation of the concerned workman from the service of the management after attaining the age of 60 years on 24-3-1983 and the representation submitted by him on 15-6-1993 for providing employment to his dependent as

per the Scheme of BCCL but it took the stand that the management informed vide letter dated 25/28-1-1983 that there was no such Scheme at the time by which his dependent could be provided employment. It has been said that the said scheme was withdrawn by the decision taken in Central Consultative Committee meeting held on 7-6-1979 in which members/representatives of different union participated. After prolonged discussions it was agreed that the cases falling within I-I-76 to I-4-78 would be duly considered and employment to the dependents of such employees who retired during the period would be considered for employment against the heirs. Further, it has been said that the said circular was one time circular effective from 1-1-76 to I-4-78 and was withdrawn after 10-4-78 and since the concerned workman retired on 24-3-83 the said scheme was not in force. It has also been said that Hon'ble Patna High Court following a decision reported in AIR 1987 (SC) 379 has already held that the said clause of NCWA-III is ultra vires to the Constitution. Lastly it has been said that the concerned workman is not entitled to any relief whatsoever.

In its rejoinder filed on behalf of the parties also while denying or controverting several statements or averments made in the written statement their stands already taken in the written statements have been reiterated and reasserted.

4. It is not in dispute that the concerned workman, S. P. Roy, worked under the management and retired after rendering services for more than 35 years. The dispute is whether upon completion of such a length of service under the management his dependent should have been provided the employment or not.

The argument on behalf of the workman is that in terms of circular dated 22-6-77 containing the policy decision of the management and as per para 9.4.4 of NCWA-III, the management ought to have taken the dependent of the concerned workman in its employment.

On the other hand, the contention of the management is that since the aforesaid policy decision as well as the said provisions under NCWA have already been declared ultra vires to the Constitution of India by Hon'ble Patna High Court by making reliance upon several decisions of Hon'ble Supreme Court, there was no question of extending any benefit thereunder to the said dependent of the concerned workman.

Therefore, in view of the above, a very pertinent question that arises for consideration is whether there exists any such judicial pronouncement or not having direct bearing to the facts and circumstances of the present case and whether the aforesaid policy decision and the agreement can still be taken to be available for being invoked or not. It is agreed by both the sides that this is the crux of the matter and upon this question or issue hinges the fate of present case. As such, I proceed to make discussions thereon.

5. It is evident from the above that the claim in the instant case is based on the policy decision of the management as contained in the aforesaid circular as also on the provisions as contained in para 9.4.4 of NCWA-III. The discrimination is also said to have been meted out to the concerned workman and by citing one instance or example it has been stated that the dependents of several other workmen were given benefits under those provisions and in few cases when the said benefit was denied the industrial dispute was raised and then by the award of the Tribunal the employment was provided to the dependent of the workman concerned. In case of a workman named Uttam Kumar, it is said, when the industrial dispute was raised upon the denial of the said benefit the Central Govt. Industrial Tribunal No. 2 ultimately by way of its award passed in Reference No. 185 of 1986 held the action of the management to be not justified and direction was made to the management for providing employment to the dependent of the said workman.

The management admits the said fact regarding passing of the award in case of Uttam Kumar but submits that against the said award the management moved the Hon'ble High Court and thereafter the Hon'ble High Court by its order dated 12-2-1991 passed in CWJC No. 2211/88(R) quashed the said award by holding the policy decision of the management as also para 9.4.4 of NCWA-III as ultra vires Article 16 of the Constitution of India. The copy of the said decision of the Hon'ble Court has also been supplied and the same is part of the record. Having gone through the said decision of Hon'ble Court it appears that rightly it has been submitted in the instant case on behalf of the workman that the facts involved and the claims raised were identical. In the said case also the claim was based on the said policy decision of the management as well as on the provisions as contained in para 9.4.4 of NCWA. While challenging the said award it was urged on behalf of the management before the Hon'ble High Court that in terms of Article 16 of the Constitution of India, all the citizens of India are entitled to be considered for employment and as such any settlement or policy decision of the management to the effect that employment shall be given to a ward of an employee who completed tenure of his service on attaining the age of superannuation would be ultra vires Article 16 of the Constitution and the reliance was placed upon a decision of Hon'ble Supreme Court reported in AIR 1987 (SC) 379 as also upon an unreported decision of Hon'ble Patna High Court rendered in CWJC No. 1606/86(R) disposed of on 15-4-1987. The Hon'ble High Court considered all the aspects as well as the decisions cited before it and then ultimately held as hereunder :

"In view of the decision of Hon'ble Supreme Court aforementioned, therefore, there cannot be any doubt that purported policy decision of the petitioner as also cl. 9.4.4 of NCWA-II is ultra vires

Article 16 of the Constitution in as much as by reason thereof, a large number of posts would be filled up only from amongst the dependents of retiring employees. Such provision cannot but be ultra vires the Constitution."

The Hon'ble Court concluded by holding that in view of the fact that the concerned workman did not have any legal right to get his ward appointed on attaining the age of his superannuation, the reference made by the Central Government must also be held to be bad in law.

By holding as above the Hon'ble High Court in para 23 of its judgement or order observed that there is no doubt that if the son of the petitioner (Uttam Kumar) is otherwise eligible, the management shall consider his case for appointment in any vacant post alongwith all other eligible candidates.

From the aforesaid development or from all that has been held in the aforesaid decision by the Hon'ble High Court admittedly under similar facts and circumstances, it becomes more than obvious that the said policy decision of the management and the provisions as contained in the relevant clause of NCWA cannot be taken to be in existence any more and the benefit under the same cannot be extended to any one as the same are no more available pursuant to being held ultra vires Constitution of India by the Hon'ble High Court, as above. It is indicated that in the aforementioned decision of Hon'ble High Court the mentioning of NCWA-II appears to be just typographical error as the aforesaid clause 9.4.4 finds mentioned in NCWA-III and not in NCWA-II.

Since the very basis or the foundation of the claim of the concerned workman in the instant case goes, nothing remains to be adjudicated as far as the claim or demand raised is concerned.

6. So far as other aspects raised on behalf of the parties relating to the applicability of the aforesaid circular or relevant clause of NCWA is concerned it is needless to go into those as well for giving any finding thereon, in view of all that has been held as above on the basis of a decision of Hon'ble High Court.

7. Since admittedly under identical facts and circumstances the aforesaid decision of Hon'ble High Court has been rendered and since the management has emphatically placed reliance upon the same for the present purpose, the observation made by the Hon'ble High Court as aforesaid in para 23 of its judgement or order can reasonably be taken to be equally available in the case of the dependent of the concerned workman of the present case also. In terms of the observation made by the Hon'ble High Court therein it can well be observed that in the instant case also if the said dependent of the concerned workman is otherwise eligible or would be found to be eligible, the management shall consider his case for appointment in any vacant post alongwith all other eligible candidates.

8. The award is thus, made hereunder :—

The action of the management of Ghanoodih Colliery of M/s. BCCL in denying employment to the dependent of the concerned workman, S. P. Roy, Sr. Overman, on the basis of circular dated 22-6-1977 of BCCL and para 9.4.4 of NCWA-III is justified. However, the management in the facts and circumstances of the case would be required to act in accordance with the observation as made above, within a reasonable period from the date of publication of the award.

In the circumstances of the case, however, there would be no order as to cost.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1473.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 528/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-04-03 को प्राप्त हुआ था।

[सं. एल-12012/375/97-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1473.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 528/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workman, which was received by the Central Government on 24-04-2003.

[No. L-12012/375/1997-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT, CHENNAI

Friday, the 11th April, 2003

PRESENT:

K. KARTHIKEYAN, Presiding Officer

Industrial Dispute No. 528/2001

(Tamil Nadu State Industrial Tribunal I. D. No. 130/98)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workmen and the Management of Indian Overseas Bank, Chennai.]

BETWEEN:

The Deputy General Secretary, I Party/Claimant
All India Overseas Bank
Employees Union, Chennai.

AND

The Assistant General Manager (HRD), II Party/Management
Indian Overseas Bank,
Central Office, Chennai.

APPEARANCES:

For the Workman : M/s. Aiyar & Dolia and
C. R. Chandrasekaran,
Advocates.

For the Management : M/s. N. G. R. Prasad &
S. Satish Kumar,
Advocates.

The Govt. of India, Ministry of Labour, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the following industrial dispute for adjudication vide Order No. L-12012/375/97/IR(B-II) dated 20-10-98/29-01-2002 :—

“Whether the termination of employment of Shri M. Muralikrishna Pillai, messenger on 11-11-1992 by the management of Indian Overseas Bank is legal and justified and whether Sri M. Muralikrishna Pillai is not entitled to be absorbed as permanent employee of Indian Overseas Bank? If so, to what relief is he entitled?”

SETTLEMENT AWARD

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I. D. No. 130/98. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I. D. No. 528/2001 and notices were sent to the counsel on record on either side informing them about the transfer of this case to this Tribunal with a direction to appear before this Tribunal on 09-03-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side alongwith their respective parties have appeared and prosecuted this case further. The Claim Statement of the I Party/Union and the Counter Statement of the II Party/Management were filed earlier before the Tamil Nadu State Industrial Tribunal, Chennai, when the matter was pending there for adjudication. The amended/revised Claim Statement and Counter Statement of the respective parties were filed before this Tribunal after the case has been transferred to this Tribunal for adjudication.

128761/03-18

2. When the matter was taken up for enquiry before this Tribunal it was represented by the counsel for the I Party/Claimant that the I Party/Claimant is interested in having the matter settled with the II Party/Bank Management and talks of settlement have been initiated and sufficient time may be given for reporting settlement. After adjourning this case granting time for reporting settlement from 5-7-2002 to 9-4-2003, it is reported by the counsel on either side that the parties have arrived at a settlement of the dispute amicably and the matter may be adjourned to this day, the 11th April, 2003 for filing a joint memo containing the terms of the settlement for the dispute. Accordingly, the matter has been adjourned from 9-4-2003 to this date.

3. This dispute has been raised by the I Party/Claimant the Deputy General Secretary, All India Overseas Bank Employees Union espousing the cause of the concerned workman Sri M. Muralikrishna Pillai against the II Party/Indian Overseas Bank Management, challenging its action of terminating the concerned workman from service w.e.f. 11-11-1992 as unjustified and had claimed the relief of regularisation of the services of the concerned workman in the Respondent/Bank from the date of his appointment in 1994 with all attendant benefits.

4. The II Party/Bank Management in their Counter Statement has alleged that the concerned workman was temporarily engaged by the bank as a messenger from time to time and his services was utilised only on temporary basis and not on regular basis, hence it could not be considered for permanent absorption and that at no point of time, he was taken as a regular employee of the bank. Hence, there is no question of regularisation of his service and he is not entitled for any benefits as a regular employee of the bank. Hence, his claim of the Petitioner Union may be rejected.

5. When the matter is taken up today, the I Party/Claimant, his counsel, the II Party/Management representative and their counsel were present and filed a joint memo containing terms of settlement of this referred industrial dispute. When the terms of settlement mentioned in the joint memo was read out to both the parties present before this Tribunal today, they accepted the same as correct and request this Tribunal to pass an Award in terms of the settlement mentioned in the Joint Memo as a Settlement Award. The Joint Memo has been recorded.

6. In view of both the parties to this referred dispute have settled the dispute amicably as per the terms of the Joint Memo filed before this Tribunal today, a Settlement Award in terms of the Settlement mentioned in the Joint Memo has been passed. The Joint Memo containing the terms of the Settlement shall form part of this Award.

No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 11th April, 2003.)

K. KARTHIKEYAN, Presiding Officer

BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI-600006

I D. No. 528 of 2001

JOINT MEMO

All India Overseas Bank Employees
Union

...Petitioner

V/s.

Indian Overseas Bank Union

... Respondent

The Claimant All India Overseas Bank Employees' Union and the Respondent Bank Viz. Indian Overseas Bank file this Joint Memo praying for an award by this Hon'ble Tribunal on the following terms :

1. Shri Murali Krishna Pillai, the workman concerned in this dispute will be appointed on probation w.e.f. 15-04-2003 or the date of reporting at branch whichever is later, for a period of 6 months and will be confirmed in permanent service of the bank subject to satisfactory reports by the Branch Manager.
2. The appointment will be subject to the norms of the bank such as educational qualification and subject to the claimant not having been arrested, prosecuted, kept under detention, or bound down or fined, or convicted by any court for any offence involving moral turpitude and no criminal case is pending against him.
3. If the workman concerned had passed V. std. and above but not passed Matriculation, he will be appointed as messenger and if it is below V std, he will be appointed as sweeper on probation.
4. The workman concerned will be fitted in the initial stage of the scale of pay as applicable to subordinate staff which is at present Rs. 2,750/- p.m.
5. The workman concerned is not entitled to any compensation either monetarily or otherwise for any past services rendered or for any period before appointment on probation in the bank as per this joint memo. Consequently, seniority will not be reckoned for any purposes including for superannuation benefits and or pension.
6. No arrears shall become payable nor the bank shall pay any cost of the litigation.
7. The bank reserves its right to post him in any identified vacancy within Tamilnadu.

Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an Award on the foregoing terms and render justice.

Dated at Chennai this the 11th day of April, 2003.

Sd/-	Sd/-
Counsel for the	Counsel for the
Respondent Bank	Claimant Union
Sd/-	Sd/-
कृते इंडियन ओवरसीज बैंक	For All India Overseas
For Indian Overseas Bank	Bank Employees Union
कार्मिक प्रशासन विभाग	Vice-President
Personnel Admn. Dept.	Claimant
Sd/- (illegible)	
मुख्य अधिकारी/अधिकारी	
Chief Officer/Officer	

I am in full agreement
with these terms.

Sd/-

M. MURALI KRISHNA PILLAI

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1474. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 744/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-04-2003 को प्राप्त हुआ था।

[सं. एल-12012/281/97-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1474. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 744/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 24-04-2003.

[No. L-12012/281/1997-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Friday, the 11th April, 2003

Present :

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 744/2001

(Tamil Nadu Principal Labour Court CGID No. 2/98)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the

workmen and the Management of Indian Overseas Bank, Chennai].

BETWEEN :

The General Secretary,	I Party/Claimant
All India Overseas Bank	
Employees Union, Chennai.	

AND

The Assistant General Manager,	II Party/Management
Indian Overseas Bank,	
Central Office, Chennai.	

APPEARANCE :

For the Workman	M/s. Aiyar & Dolia and C. R. Chandrasekaran, Advocates
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For the Management	M/s. N. G. R. Prasad & S. Satish Kumar, Advocates
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The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the following industrial dispute for adjudication vide Order No. L-12012/281/97/IR(B-II) dated 10-3-98.

"Whether the action of the management of Indian Overseas Bank in terminating the services of Shri. S. Loganathan w.e.f. 1-5-1995 is legal and justified? If not, to what relief the said workman is entitled?"

SETTLEMENT AWARD

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where the same was taken on file as CGID No. 2/98. When the matter was pending enquiry in that Principal Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu Principal Labour Court to this Tribunal for adjudication. On receipt of records from that Tamil Nadu Principal Labour Court, this case has been taken on file as I.D. No. 744/2001 and notices were sent to the counsel on record on either side informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 28-12-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement of the I Party/Union and the Counter Statement of the II Party/Management were filed earlier before the Tamil Nadu Principal Labour Court, Chennai, when the matter was pending there for adjudication.

2. When the matter was taken up for enquiry before this Tribunal it was represented by the counsel for the I Party/Claimant that the I Party/Claimant Union is interested in having the matter settled with the II Party/Bank Management and talks of settlement has been initiated and sufficient time may be given for reporting settlement. After adjourning this case granting time for

reporting settlement from 5-7-2002 to 9-4-2003, it is reported by the counsel on either side that the parties have arrived at a settlement of the dispute amicably and the matter may be adjourned to this day, the 11th April, 2003 for filing a joint memo containing the terms of the settlement for the dispute. Accordingly, the matter has been adjourned from 9-4-2003 to this date.

3. This dispute has been raised by the I Party/Claimant, the General Secretary, All India Overseas Bank Employees Union espousing the cause of the concerned workman Sri S. Loganathan against the II Party/Indian Overseas Bank Management, challenging its action of terminating the concerned workman from service orally w.e.f. 01-05-1995 as unjustified and had claimed the relief of regularisation of the services of the concerned workman in the Respondent/Bank from the date of his appointment with all attendant benefits.

4. The II Party/Bank Management in their Counter Statement has alleged that the concerned workman was engaged by the bank as a Casual Labourer on day to day basis and his services was utilised only in leave vacancies basis and not on regular basis, hence it could not be considered for permanent absorption and that at no point of time, he was taken as a regular employee of the bank. Hence, there is no question of regularisation of his service and he is not entitled for any benefits as a regular employee of the bank. Hence, the claim of the Petitioner Union may be rejected.

5. When the matter is taken up to-day, the I Party/Claimant, his counsel, the II Party/Management representative and their counsel were present and filed a joint memo containing terms of settlement of this referred industrial dispute. When the terms of settlement mentioned in the joint memo was read out to both the parties present before this Tribunal to-day, they accepted the same as correct and request this Tribunal to pass an Award in terms of the settlement mentioned in the Joint Memo as a Settlement Award. The Joint Memo has been recorded.

6. In view of both the parties to this referred dispute have settled the dispute amicably as per the terms of the Joint Memo filed before this Tribunal to-day, a Settlement Award in terms of the Settlement mentioned in the Joint Memo has been passed. The Joint Memo containing the terms of the Settlement shall form part of this Award. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 11th April, 2003).

K. KARTHIKEYAN, Presiding Officer

BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT—
CHENNAI 600 006

I.D. No. 744 of 2001

JOINT MEMO

All India Overseas Bank Employees UnionPetitioner
Vs.

Indian Overseas Bank.Respondent

The Claimant Union, Viz. All India Overseas Bank Employees' Union and the Respondent Bank Viz. Indian Overseas Bank file this Joint Memo praying for an award by this Hon'ble Tribunal on the following terms :

1. Shri S. Loganathan, the workman concerned in this dispute, will be appointed on probation w.e.f. 15-04-2003 or the date of reporting at branch whichever is later, for a period of 6 months and will be confirmed in permanent service of the bank subject to satisfactory reports by the Branch Manager.
2. The appointment will be subject to the norms of the bank such as educational qualification and subject to the claimant not having been arrested, prosecuted, kept under detention, or bound down or fined, or convicted by any court for any offence involving moral turpitude and no criminal case is pending against him.
3. If the workman concerned had passed V Std. and above but not passed Matriculation, he will be appointed as messenger and if it is below V Std, he will be appointed as sweeper on probation.
4. The workman concerned will be fitted in the initial stage of the scale of pay as applicable to subordinate staff which is at present Rs. 2,750 p.m.
5. The workman concerned is not entitled to any compensation either monetarily or otherwise for any past services rendered or for any period before appointment on probation in the bank as per this joint memo. Consequently, seniority will not be reckoned for any purposes including for superannuation benefits and or pension.
6. No arrears shall become payable nor the bank shall pay any cost of the litigation.
7. The bank reserves its right to post him in any identified vacancy within Tamilnadu.

Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an Award on the foregoing terms and render justice.

Dated at Chennai this the 11th day of April, 2003.

Sd/-

Counsel for the
Respondent Bank

Sd/-

कृते इंडियन ओवरसीज बैंक
For Indian Overseas Bank

कार्मिक प्रशासन विभाग
Personnel Admn. Dept.

Sd/-

Counsel for the
Claimant Union

Sd/-

For All India Overseas
Bank Employees Union

Vice-President
Claimant

Sd/- (illegible)

मुख्य अधिकारी/अधिकारी

Chief Officer/Officer

I am in full agreement
with these terms.

Sd/-

S. LOGANATHAN

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1475 .— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (सदर्भ संख्या 675/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-04-2003 को प्राप्त हुआ था।

[सं. एल-12012/304/98-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1475 .— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 675/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Overseas Bank and their workmen, received by the Central Government on 24-04-2003.

[No. L-12012/304/1998-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
CHENNAI**

Friday, the 11th April 2003

PRESENT:-

K. Karthikeyan, Presiding Officer

Industrial Dispute No. 675/2001

(Tamil Nadu Principal Labour Court CGIT No. 312/99)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (I) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Sri S. P. Sundaram and the Management of Indian Overseas Bank, Chennai.]

BETWEEN:

Sri S. P. Sundaram : I Party/Workman

AND

The Chairman & Managing : II Party/Management
Director,Indian Overseas Bank
Central Office, Chennai.**APPEARANCE:**

For the Workman : M/s. Aiyar & Dolia and
C. R. Chandrasekaran.
Advocates.

For the Management : M/s. N. G. R. Prasad &
S. Satish Kumar, Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the following industrial dispute for adjudication vide Order No. L-12012/304/99/IR(B-II) dated 12-05-99 :—

SCHEDULE

“Whether the action of the management of Indian Overseas Bank in terminating the services of the workman Shri S. P. Sundaram with effect from 31-08-96 is justified? If not, what relief is the workman entitled to?”

SETTLEMENT AWARD

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where the same was taken on file as CGID No. 312/99. When the matter was pending enquiry in that Principal Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu Principal Labour Court to this Tribunal for adjudication. On receipt of records from that Tamil Nadu Principal Labour Court, this case has been taken on file as I.D. No. 675/2001 and notices were sent to the counsel on record on either side informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 23-10-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further. The Claim Statement of the I Party/Workman and the Counter Statement of the II Party/Management were filed earlier before the Tamil Nadu Principal Labour Court, Chennai, when the matter was pending there for adjudication.

2. When the matter was taken up for enquiry before this Tribunal it was represented by the counsel for the I Party that the I Party is interested in having the matter settled with the II Party/Bank Management and talks of settlement has been initiated and sufficient time may be given for reporting settlement. After adjourning this case granting time for reporting settlement from 5-7-2002 to 9-4-2003, it is reported by the counsel on either side that the parties have arrived at a settlement of the dispute amicably and the matter may be adjourned to this day, the 11th April, 2003 for filing a joint memo containing the terms of the settlement for the dispute. Accordingly, the matter has been adjourned from 9-4-2003 to this date.

3. This dispute has been raised by the I Party/Workman Sri S. P. Sundaram against the II Party/Indian Overseas Bank Management, challenging its action of terminating the Petitioner from service w.e.f. 31-8-96 as unjustified and had claimed the relief of setting aside the order of dismissal from service and for a direction to the II Party/Bank Management to reinstate him in service with retrospective effect from the date of his first appointment with all attendant and consequential benefits.

4. The II Party/Bank Management in their Counter Statement has alleged that the Petitioner was temporarily

engaged by the bank as a messenger from time to time and his services were utilised only on temporary basis and not on regular basis, hence it could not be considered for permanent absorption and that at no point of time, he was taken as a regular employee of the bank. Hence, there is no question of regularisation of his service and he is not entitled for any benefits as a regular employee of the bank. Hence, his claim may be rejected.

5. When the matter is taken up to-day, the I Party/Workman, his counsel, the II Party/Management representative and their counsel were present and filed a joint memo containing terms of settlement of this referred industrial dispute. When the terms of settlement mentioned in the joint memo was read out to both the parties present before this Tribunal to-day, they accepted the same as correct and request this Tribunal to pass an Award in terms of the settlement mentioned in the Joint Memo as a Settlement Award. The Joint Memo has been recorded.

6. In view of both the parties to this referred dispute have settled the dispute amicably as per the terms of the Joint Memo filed before this Tribunal to-day, a Settlement Award in terms of the Settlement mentioned in the Joint Memo has been passed. The Joint Memo containing the terms of the Settlement shall form part of this Award. No Cost.

(Dictated to Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 11th April, 2003).

K. KARTHIKEYAN, Presiding Officer

BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI-600 006

I.D. No. 675 of 2001

JOINT MEMO

S. P. Sundaram

.....Petitioner

Vs

The Management Indian Overseas Bank Respondent

The Claimant Shri S. P. Sundaram and the Respondent Bank Viz. Indian Overseas Bank file this Joint Memo praying for an award by this Hon'ble Tribunal on the following terms :

1. The claimant will be appointed on probation w.e.f. 15-04-2003 or the date of reporting at branch whichever is later, for a period of 6 months and will be confirmed in permanent service of the bank subject to satisfactory reports by the Branch Manager.
2. The appointment will be subject to the norms of the bank such as educational qualification and subject to the claimant not having been arrested, prosecuted, kept under detention, or bound down or fined, or convicted by any court for any offence involving moral turpitude and no criminal case is pending against him.
3. If the claimant had passed V std. and above but not passed A articulation, he will be appointed as messenger and if it is below V std. he will be appointed as sweeper on probation.

4. The claimant will be fitted in the initial stage of the scale of pay as applicable to subordinate staff which is at present Rs. 2,750 p.m.
5. The claimant is not entitled to any compensation either monetarily or otherwise for any past services rendered or for any period before appointment on probation in the bank as per this joint memo. Consequently, seniority will not be reckoned for any purposes including for superannuation benefits and or pension.
6. No arrears shall become payable nor the bank shall pay any cost of the litigation.
7. The bank reserves its right to post him in any identified vacancy within Tamilnadu.

Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an Award on the foregoing terms and render justice.

Dated at Chennai this the 11th day of April, 2003.

Sd/-

Counsel for the
Respondent Bank

Sd/-

कृते इंडियन ओवरसीज बैंक
For Indian Overseas Bank

कार्मिक प्रशासन विभाग
Personnel Admn. Dept.

Sd/- (illegible)

मुख्य अधिकारी/अधिकारी
Chief Officer/Officer

Sd/-

Counsel for the
Claimant Union

Sd/-

For All India Overseas
Bank Employees Union

Vice-President
Claimant

I am in full agreement
with these terms.

Sd/-

Counsel for the
Respondent Bank

Counsel for the Claimant

नई दिल्ली, 24 अप्रैल, 2003

का.आ. 1476. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/एम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ संख्या 7/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-04-03 को प्राप्त हुआ था।

[सं. एल. 1011/26/2000-आई. आर.(एम.)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 24th April, 2003

S.O. 1476. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2000) of the Central Government Industrial Tribunal-Cum-Labour Court No. 1, Mumbai as shown in the Annexure to the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman.

which was received by the Central Government on 24-04-2003.

[No. L-31011/26/2000-IR (M)]
C. GANGADHARAN, Under Secy.
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI**

PRESENT:

Shri Justice S. C. Pandey, Presiding Officer
Reference No. CGIT-07/2001

PARTIES:

Employers in relation to the management of
Mumbai Port Trust

AND

Their Workmen

APPEARANCES:

For the Management : Shri M. B. Anchan, Adv.
For the Workman : Shri Jaiprakash Sawant,
Advocate.

State : Maharashtra

Mumbai, Dated, the 7th day of April, 2003

AWARD

1. This is a reference made by the Central Govt. in exercise of its powers under clause (d) of sub section (I) of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) read with sub-section 2A thereof. The terms of the reference as given in schedule are being reproduced here for ready reference.

"Whether the action of the management of Mumbai Port Trust in terminating the services of Shri Khem Bahadur Bohra, Security Guard w.e.f. 18-4-1998 is legal and justified? If not, what relief the workman is entitled to?"

2. The undisputed facts called from the Statement of Claim and the written statement filed in the case are as follows:

Khem Bahadur Bohra (the workman) was employed as a Security Guard/Watchman from 01-1-1993 with Bombay Dock Labour Board. The Bombay Dock Labour Board got merged with Mumbai Port Trust. Thereupon services of the workman were placed at the disposal of the Mumbai Port Trust. By order dated 13-6-1995 the workman was taken into services of Mumbai Port Trust. However, the workman was called upon to submit (1) Caste certificate (2) School leaving certificate (3) A letter from Ministry of Foreign Affairs, Govt. of Nepal addressed to Embassy to Republic of India along with recommendation of village panchayat, Hasiya duly authenticated by Consulate of the Govt. of India stating that workman resided at Mumbai. It is also not in dispute that the workman did not attend to his duties between from 19-8-1996 to 04-5-1997. The workman was not permitted to rejoin on 04-5-1999. He was informed that his services stood terminated w.e.f. 18-4-1998 on the

ground of non-production of the documents requisite for his absorption/appointment. His appeal against the order dated 23-4-1998 was not considered. Thereupon he raised the dispute before Asstt. Labour Commissioner (Central). On report of failure of conciliation, the Central Govt. made the reference.

3. The workman in his Statement of claim impugned the order dated 23-4-1998 issued by the Chief Security Officer on the following grounds urging that the workman was permanently employed with Bombay Dock Labour Board. He had served the Board and on its merger became employer of Mumbai Port Trust. The order dated 13-6-1995 was not any condition; The management of Mumbai Port Trust could not have demanded any document while the workman was being absorbed. Therefore, the workman challenged his termination, the following mutually exclusive grounds.

- (i) The termination of the workman amounts to "retrenchment" is defined under Section 2(00) of the Industrial Disputes Act, 1947 and the conditions precedent to retrenchment as provided under Section 25-F of the Act have not been complied with the management.
- (ii) The management did not follow the principles of natural justice and grave prejudice has been caused to the workman.
- (iii) The management did not follow statutory service regulations.
- (iv) The management indulged in unfair labour practices within the meaning of item 5(a)(b)(d)(f), 13 and 14 of the Fifth Schedule the Industrial Disputes Act, 1947.
- (v) The managements action is in violation of Articles 14, 16 and 21 of the Constitution of India.

4. The Mumbai Port Trust claimed that the workman remained a temporary employee of the Dock Labour Board. He was absorbed by the Mumbai Port Trust in the same capacity. He was initially placed with the Chief Mechanical Engineer and was subsequently transferred to Security Organisation with effect from 13-6-1995. The workman was informed that his appointment was purely temporary. It was stated that he was continued in the organization provisionally till he produced requisite documents. He produced certain documents but one crucial document the eligibility certificate from Govt. of India was not produced. Consequently, the services of workman were terminated on 23-4-1998.

The following issues were framed by this tribunal by order dated 28-11-2001:

- A. (a) Whether the termination of the services of the workman amounted to retrenchment within the meaning of Section 2(00) of the Industrial Disputes Act, 1947?

- (a) If so, whether the workman was entitled to receive retrenchment compensation as per Section 25F of the aforesaid Act?
- B. Whether the principles of natural justice were violated by the act of termination of the services of workman as no reasonable opportunity was given by the management of Mumbai Port Trust?
- C. Whether the order dated 18-4-1998 terminating the services of the workman is contrary to Statutory Services Regulation?
- D. Whether the termination of services of the workman could be justified in the eyes of law? If not what relief could be granted to the workman?

6. The workman filed his affidavit. He was cross-examined. He closed his case. The Mumbai Port Trust filed the affidavit of S. D. Kalkar. He was cross-examined. Thereafter, the case of Mumbai Port Trust was closed.

This tribunal is of the view that all the issues can be taken up together. It cannot be disputed that the workman was the employee of the Bombay Dock Labour Board. This fact is not disputed by S. D. Katkar. He claimed that workman was employed as temporary watchman. It may be assumed for a moment that this was his position, although, no direct evidence has not been produced is correct. However, it is also clear from the combined reading of the three documents dated 31st May 1995, 8th June 1995, that the workman was directed to be absorbed in the office of Chief Security Officer as a Security Guard by the Chairman as per letter No. CA/E/CME 1(2) 1994/8409 dated 31st May 1995 issued by Senior Accounts Officer. Thus the mode of the appointment of the workman was by way of transfer and absorption on merger of Bombay Dock Labour Board with the Bombay Port Trust. This was not case of direct recruitment. The regulation No. 6 permits appointments either by promotion or transfer or by direct recruitment. The Bombay Port Trust did not produce any agreement showing the terms on which the services of employees of the Bombay Dock Yard Labour Board were taken on merger. It appears from the order of Chairman that the workman of the Bombay Dockyard Labour Board were to be absorbed even in absence of a post. The two workmen mentioned in the order dated 31st May, 1995, were watchmen. There were no such post. They were directed to be absorbed as Security Guards. Surely, the same conditions cannot be applied to the workmen, who stands transferred to different entity as a consequence of absorption, as applicable to person who is directly recruited. It has been urged on behalf of the workman that however, the Chief Security Officer by letter dated 9th September, 1995 required the workman to continue provisionally in the Security Organization on a purely temporary basis with effect from 13-6-1995. In the opinion of this tribunal the Administrative Officer, Security, could not have violated the direction given by the

Chairman. The Administrative Officer Security bypassed the order of Security passed by Chairman for treating the workman as a candidate for direct recruitment. The workman was entitled to a suitable post by way of transfer/absorption on merger of his previous employer the Bombay Dockyard Labour Board, with the Bombay Port Trust. Therefore, the same conditions could not have applied to him as in case of the direct recruitment.

8. In paragraph 2 of the written statement, as well as in paragraph 3 of the affidavit Mr. S. D. Katkar, the Bombay Port Trust has taken the stand that the requirement under Regulation 15 Bombay Port Trust Employees (Recruitment, Seniority and Promotions) Regulations 1977 were mandatory. They have to be followed prior to appointing the workman. The regulation 15(1) reads as under :

15 (1) In order to be eligible for direct recruitment to any grade or post, a candidate must be :—

- (i) a citizen of India; or
- (ii) a subject of Nepal; or
- (iii) a subject of Bhutan; or
- (iv) a Tibetan or refugee who came over to India before the 1st January, 1962 with the intention of permanently settling in India; or
- (v) a person of Indian origin who has migrated from Pakistan, Burma, Sri Lanka or the East African countries of Kenya, Uganda or the United Republic of Tanzania (formerly Tanganyika and Zanzibar) with the intention of permanently settling in India :

Provided that a candidate belonging to category (a) shall produce such proof of his nationality, as the Chairman may, from time to time require :

Provided further that a candidate belonging to categories (b), (c), (d) and (e) shall be a person in whose favour a certificate of eligibility has been issued by the Government of India :

Provided also that a candidate in whose case the proof of nationality or a certificate of eligibility is necessary may be provisionally appointed, pending the production by him of the necessary proof or the issue of the necessary certificate in his favour by the Central Government, as the case may be.

***Regulation 15(2) not reproduced.

It will be readily seen that this regulation is specifically applicable to a workman who applied for direct recruitment under Regulation 14. The workman did not do so. He need not have done that as the appointment was to be made as a consequence of merger. Therefore, all the orders 9 September, 1995 and 22nd April, 1996 requiring the workman to produce the eligibility certificate under Regulation 15 of Regulation are totally bad in law. None of the two workmen could be compelled to produce certificates demanded of them. The workman was entitled to be treated

as a temporary Security Guard at least from 13-6-1995. It is not in dispute that from 13-6-1995 upto 18-8-1996. He remained absent from 19-8-1996. He had already completed 240 days by continuously working from 13-6-1995 to 18-8-1996. Therefore, the services of the workman could be terminated only on payment of retrenchment compensation and serving him with notice. The order dated 23-4-1998 amounted to retrenchment in violation of section 25F of the Act. The workman cannot be deemed to be punished for remaining absent because the order dated 23-4-1998 does not say so. The Bombay Port Trust has itself placed on record the letter dated 27th February 1998 written by Smt. P. Singh, the works officer that in case the workman is to be punished for his absence it could be done by holding an enquiry. The order of dismissal for remaining absent without leave may amount retrenchment in the circumstances narrated above. It was also pointed out that workman could be removed from service without holding an enquiry on the ground that he had not fully complied with the order of provisional appointment. It is clear that the Chief Security Officer passed the order in accordance with this part of the advice of Smt. P. Singh. However, this tribunal has found that regulation 15 was not applicable to the workman, and therefore, demand of certificates itself was illegal. For the aforesaid reason, the letter dated 23 April 1998 terminating the services of the workman with effect from 18-4-1998 is hereby set aside and declared as illegal. Consequently, the workman shall be deemed in service from 18-4-1998. However, the workman remained absent from 19-8-1996 to 17 May 1999 without applying for leave. This tribunal does not make any comment as to question of the absence of the workman was justified or not. This could have been a subject matter of enquiry. However, considerable time has elapsed since then. This tribunal however, takes into consideration, the conduct of workman, for purposes of grant back wages. In the opinion workman shall be entitled to relief of re-instatement. He shall not be entitled to any back wages.

9. This reference is now answered by saying that the termination of services of workman Shri Khem Bahadur with effect from 18-4-1998 by order dated 23-4-1998 passed by Chief Security Officer is bad in law and cannot be sustained. The workman is given the relief of reinstatement but no back wages. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 2 मई, 2003

का.आ. 1477.—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि कोयला उद्योग में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 04 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उप-खण्ड (6) द्वारा प्रदत्त शक्तियों

का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. सं. एस-11017/2/97-आई. आर. (पी. एल.)]

जे. पी. पति, संयुक्त सचिव

New Delhi, the 2nd May, 2003

S.O. 1477.—Whereas the Central Government is satisfied that the public interest required that the services in the Coal Industry which is covered by item 04 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/2/97-IR(PL)]

J. P. PATI, Jt. Secy.

नई दिल्ली, 2 मई, 2003

का.आ. 1478.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2003 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला दिन्डुगल के पलनी तालुक में राजस्व ग्राम—आर. वडिपट्टी (उत्तर) आर. वडिपट्टी (दक्षिण) और पाप्पम्पट्टी के अन्तर्गत आने वाले क्षेत्र”।

[संख्या एस-38013/18/2003-एस. एस.-1]

संयुक्ता राय, अवर सचिव

New Delhi, the 2nd May, 2003

S.O. 1478.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2003 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :—

“Areas comprising the Revenue Villages of R. Vadipatti (North), R. Vadipatti (South) and Pappampatti of Palani Taluk in Dindigul District.”

[No. S-38013/18/2003-SS.I]

SANJUKTA RAY, Under Secy.

नई दिल्ली, 6 मई, 2003

का.आ. 1479.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर लाल नेहरू पोर्ट ट्रस्ट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (विविध आवेदन संख्या 2/9 का 2002 में 2/44 का 2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-04-03 को प्राप्त हुआ था।

[सं. एल-31011/23/2001-आई. आर. (एम.)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th May, 2003

S.O. 1479.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Misc. Appln. No. 2/9 of 2002 in 2/44 of 2002 of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawahar Lal Nehru Port Trust and their workman, which was received by the Central Government on 21-04-2003.

[No. L-31011/23/2001-IR (M)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

S. N. Saundankar, Presiding Officer.

MISC. APPLICATION NO. CGIT-2/9 OF 2002

In

REFERENCE NO. CGIT-2/44 OF 2002

PARTIES:

Shri S. M. Jadhav, C/o Nhava Seva
Port & General Workers Union,
The Vice President, 2nd Floor,
Port Trust Kamgar Sadan,
Nawab Tank Road, Mazagaon,
Mumbai-400010.

... Applicants

V/s.

Jawaharlal Nehru Port Trust,
The Chairman (Admn.) & Secretary,
Jawaharlal Nehru, Port Trust,
Admn. Building, Nhava-Seva,
Mumbai-400707

... Opponent

APPEARANCES:

For the Applicant : Mr. Jaiprakash Sawant,
Representative.

For the Opponent : Mr. Saptarshi Ghosh,
Representative.

Mumbai, dated the 25th March, 2003

JUDGMENT

This is an application for restoration of Reference No. CGIT-2/44 of 2002 disposed of on 17th October, 2002 contending that due to unavoidable circumstances i.e. due to sickness and financial difficulties applicant workman/union could not file statement of Claim and therefore want of prosecution the same was disposed of. Applicant therefore contended the reference be restored to file and to proceed further as per law in order to decide the same on merits. Opponent management resisted the application contending that application in the present form is not maintainable, and that it is hopelessly delayed. It is further contended that workman/union though appeared did not file Statement of Claim though ample time was given indicative that the workman was not interested and consequently the reference came to be disposed of for non-prosecution. The Opponent therefore contended to reject the application with costs.

2. On hearing representatives of both sides and perusing the record, a short point arises for my determination in this application :

Whether it is proper to restore the reference No. 2/44 of 2002 disposed of for non-prosecution on 17-10-02?

My finding is in the affirmative for the reasons mentioned below :

REASONS:

3. On perusal of the record of Reference No. 2/44 of 2002 it is seen workman/union though served did not appear nor filed Statement of Claim. According to the representative for the union/workman Mr. Savant applicant workman was sick and was in difficulty, therefore he could not appear. He submits that Tribunal is a creature of social legislation to ensure social justice to both the workers and employers and that to advance progress of industry by bringing harmony and cordial relations between the parties, it is proper to endure to resolve competing schemes of employers and employees by finding a solution, and from this point of view he submits reference be restored to file. I find force in the submission of Mr. Savant considering the object of the Act and that all these efforts are for attainment of Justice and not eclipse of justice, it is proper to restore the reference to adjudicate the same on merits. Consequently point is answered in the affirmative and hence the order :—

ORDER

Application is allowed.

Reference No. 2/44 of 2002 is restored to file and matter to proceed further as per law. Applicant/Workman to file statement of Claim positively on 1-5-2003.

S. N. SAUNDANKAR, Presiding Officer.